



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
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INVITATION FOR BID NO. : GSA-090-15

DESCRIPTION:

**TRANSPORTATION SERVICES FOR THE COMPREHENSIVE
MANAGEMENT, OPERATIONS, AND MAINTENANCE FOR THE ELDERLY**

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) **STATEMENT OF QUALIFICATIONS**
- () **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Current Business License, Limited English Proficiency Certification, Certification of Non-Discrimination, Civil Rights Requirements, Certification as to Lobbying, Certification Regarding Debarment, and Compliance with Federal Regulations and Laws.

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this _____ day of _____, 2015, I, _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

Invitation for Bid: GSA-090-15

**TRANSPORTATION SERVICES FOR THE COMPREHENSIVE
MANAGEMENT, OPERATIONS, AND MAINTENANCE FOR THE ELDERLY**

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to **475-1727**

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name	<hr/>
Signature	<hr/>
Date	<hr/>
Time	<hr/>
Contact Number	<hr/>
Fax Number	<hr/>
Contact Person regarding IFB	<hr/>
Title	<hr/>
E-Mail Address	<hr/>
Company/Firm	<hr/>
Address	<hr/>

Note: GSA recommends that prospective bidders register current contact Information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted via fax attention to the Chief Procurement Officer no later than **7/27/15** close of business.

INVITATION FOR BID

ISSUING OFFICE:

**GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915**

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: July 16, 2015

BID INVITATION NO: GSA-090-15

BID FOR: Transportation Services for the Comprehensive Management, Operations, and Maintenance for the Elderly.

SPECIFICATION: SEE ATTACHED

DESTINATION: DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES

REQUIRED DELIVERY DATE: Effectuated October 01, 2015 through September 30, 2016. Option to renew for Three (3) additional Fiscal Years. Renewal options will be one fiscal year at a time based upon availability of funds. See page 45 of 70 #22
Term: (Multi-Term)

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00PM Date 8/7/15 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 60 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

**SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:**

AWARD: CONTRACT NO.: _____ **AMOUNT:** _____ **DATE:** _____

ITEM	NO(S).	AWARDED:
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CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

**SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:**

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____[state name of affiant signing below], being first duly sworn,
deposes and says that:

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below], being first
duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] _____ Affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offerors proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offerors officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.

Special Provisions

**Restriction against Sex Offenders Employed by service providers to
Government of Guam from working on Government Property.**

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

_____ Signature of Bidder	_____ Date
Proposer, if an individual; Partner, if a partnership; Officer, if a corporation.	

Subscribed and sworn before me this _____ day of _____, 2015

Notary Public

FORM E

DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No: **GSA-090-15**

TRANSPORTATION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS, AND MAINTENANCE FOR THE ELDERLY

Name of Offeror Company: _____ hereby certifies under penalty of perjury:

- (1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

Signature

Date

WD 05-2147 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2147
Revision No.: 17
Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59

05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66

13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69

23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90

27007	- Baggage Inspector	7.35
27008	- Corrections Officer	12.05
27010	- Court Security Officer	12.05
27030	- Detection Dog Handler	10.90
27040	- Detention Officer	12.05
27070	- Firefighter	12.05
27101	- Guard I	7.37
27102	- Guard II	10.90
27131	- Police Officer I	12.05
27132	- Police Officer II	13.40
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	9.53
28042	- Carnival Equipment Repairer	10.08
28043	- Carnival Equipment Worker	7.78
28210	- Gate Attendant/Gate Tender	13.18
28310	- Lifeguard	11.01
28350	- Park Attendant (Aide)	14.74
28510	- Recreation Aide/Health Facility Attendant	10.76
28515	- Recreation Specialist	18.26
28630	- Sports Official	11.74
28690	- Swimming Pool Operator	17.71
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	15.20
29020	- Hatch Tender	15.20
29030	- Line Handler	15.20
29041	- Stevedore I	14.22
29042	- Stevedore II	16.25
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	17.49
30022	- Archeological Technician II	19.56
30023	- Archeological Technician III	24.21
30030	- Cartographic Technician	23.18
30040	- Civil Engineering Technician	21.93
30061	- Drafter/CAD Operator I	17.49
30062	- Drafter/CAD Operator II	19.56
30063	- Drafter/CAD Operator III	20.74
30064	- Drafter/CAD Operator IV	24.21
30081	- Engineering Technician I	14.62
30082	- Engineering Technician II	16.41
30083	- Engineering Technician III	18.36
30084	- Engineering Technician IV	22.34
30085	- Engineering Technician V	27.83
30086	- Engineering Technician VI	33.66
30090	- Environmental Technician	21.10
30210	- Laboratory Technician	20.74
30240	- Mathematical Technician	23.34
30361	- Paralegal/Legal Assistant I	19.06
30362	- Paralegal/Legal Assistant II	21.53
30363	- Paralegal/Legal Assistant III	26.35
30364	- Paralegal/Legal Assistant IV	30.80
30390	- Photo-Optics Technician	21.93
30461	- Technical Writer I	22.17
30462	- Technical Writer II	27.10
30463	- Technical Writer III	32.79
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.97
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs		
30621	- Weather Observer, Senior (see 2)	23.00
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	8.15
31030	- Bus Driver	9.69
31043	- Driver Courier	8.97
31260	- Parking and Lot Attendant	7.25
31290	- Shuttle Bus Driver	9.99
31310	- Taxi Driver	8.21
31361	- Truckdriver, Light	8.97
31362	- Truckdriver, Medium	11.61
31363	- Truckdriver, Heavy	12.48
31364	- Truckdriver, Tractor-Trailer	12.48

99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined.

Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201_____.

NOTARY PUBLIC

My commission expires _____, ____.

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[] The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

Name	Address	<u>Compensation</u>
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C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
ISLAND OF GUAM) ss.
)

_____[state name of affiant signing below], being first sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__

NOTARY PUBLIC
My commission expires _____

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

BID BOND
NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal hereinafter called the Principal, and (Bonding Company), _____ A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$ _____), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 2015

_____	_____
(WITNESS)	(PRINCIPAL) (SEAL)

(TITLE)	
_____	_____
(MAJOR OFFICER OF SURETY)	(MAJOR OFFICER OF SURETY)
_____	_____
(TITLE)	(TITLE)

	(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [] 7. **"ALL OR NONE" BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all.
The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.**
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)

[X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

[X] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

[X] 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

[] 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

[] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

[] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

[X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of a error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

[] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

[X] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

[] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

[] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [] 30. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) **Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(9) (a).
- [X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 42. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [X] 43. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs.
2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 44. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____	Title: _____
Address: _____	Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. SELLER' INVOICES: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

12. CONFIDENTIAL DATA: If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

13. PROHIBITION AGAINST GRATUITIES AND KICKBACKS: With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

14. STATEMENT OF QUALIFICATIONS: The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.

ADDITIONAL CONTRACTUAL CONDITION

The purchase order together with these additional contractual condition incorporates Invitation for Bid No.

- (i) Final Payment and Release of Claims. Final payment shall be made upon satisfactory delivery and acceptance of all products and services as herein specified and performed under the contract. Prior to final payment; and as a condition precedent thereto, the Bidder shall execute and deliver to the department, a release in a form approved by the department of claims against the department arising under and by virtue of the contract.
- (ii) Written Notice of Claims. All written notice of claims shall be governed by the Guam Procurement Regulations, as set forth in Title 2 Guam Administrative Rules and Regulations, and/or as set forth by Guam law.
- (iii) Responsibility of the Bidder. The Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under the Contract. Bidder shall, without additional cost to the department, correct or revise all errors or deficiencies in its work identified during the term of the Contract, and as set forth in the Invitation for Bid No. GSA_____.

The Department's review, approval, acceptance of, and payment of fees for services required under the Contract, shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the Bidder's failure of performance, except as provided herein, and the Bidder shall be and remain liable to the Department for all direct costs which may be incurred by the Department as a result of the Bidder's negligent performance of any of the services performed under the Contract.

- (iv) General Compliance with Laws. The Bidder shall be required to comply with all federal and territorial laws and ordinances applicable to work, including the American Recovery and Reinvestment Act of 2009, if required.
- (v) Retention and Access to Records and Other Review. Bidder, including subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period for three (3) years from the date of final payment under the contract; for inspection by the Department. Each subcontractor by the Bidder pursuant to the contract shall include a provision containing the conditions of the section.
- (vi) Property of Documents. All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of the Department including all publication rights and copyright interests, and may be used by the Department without any additional cost to the Department, except as provided herein. All documents that form part of the contract are the property of the Department and cannot be reproduced without the Department's authorization, except as provided herein.
- (vii) Indemnity. The Bidder agrees to save and hold harmless; the department, its officers, agents, representatives, successors, and assigns other governmental agencies from any and all suits or actions of every nature and kind, which may be brought forth, or on account of; any injury, death, or damage arising or growing out of the acts or omissions of the Bidder, the Bidder's officers, agents, servants, or employees under the Contract.
- (viii) Department not Liable. The Department assumes no liability for any accident or injury that may occur to the Bidder, his or her agents, dependents, or personal property while en route to or from this department or during any travel mandated by the terms of the agreement. The Department shall not be liable to the Bidder for any work performed by the Bidder prior to the approval of the agreement by the Director(s), and the Bidder hereby expressly waives and all claims for service performed in expectation of the agreement prior to its approval by the Director(s).

- (ix) The Department assumes no liability for any accident or injury that may occur to the Bidder, his or her agents, dependents, or personal property while en-route to or from the Department or during any travel mandated by the terms of the contract. The Department shall not be liable to the Bidder for any work performed by the Bidder prior to the approval of the contract, and the Bidder hereby expressly waives and all claims for service performed in expectation of the contract.
- (x) Termination for Defaults Clause. Pursuant to 2 GAR Div. 4 §6101(8) (a) Default. If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in the contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the territory has an interest.
- (c) Compensation. Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The territory may withhold from amounts due the contractor such sums as the Procurement Officer deems to be necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.
- (d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the territory under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost reimbursement contracts)" Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)
- (e) Erroneous Termination for Default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

(f) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.”

xi. Termination for convenience Clause. Pursuant to 2 GAR Div. 4 §6101(10) (a) Termination. The Procurement Officer may, when the interest of the territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(b) Contractor’s Obligations. The Bidder shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out to the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the Bidder’s right, title, and interest under terminated orders or subcontracts to the territory, the Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(c) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer:

(1) any completed supplies; and

(2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The Bidder shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise the is right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (U.S.C.G. §2706 is quoted at the end of this §6101(10) (d) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

(d) Compensation.

(1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(2) The Procurement Officer and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of supplies and manufacturing materials under Paragraph of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

- (i) costs of settling and paying claims arising out of the termination of subcontractors or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) of this Paragraph;
 - (ii) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- (3) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.”

I Changes Clause

1 CHANGE ORDER: reference GAR§ 6101 (3) (a)

By a written order, at any time, and without notice to surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawing, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;
- (B) Method of shipment or packing; or
- (C) Place of delivery.

2 ADJUSTMENTS OF PRICE OR TIME FOR PERFORMANCE:

If any such change order increases or decreases Contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, any adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Failure of the parties to agree to an adjustment shall not excuse Contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

3 TIME PERIOD FOR CLAIM:

Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar Contractor's claim unless the territory is prejudiced by the delay in notification.

A. Claims Barred After Final Payment.

No claim by Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

B. Other Claims Not Barred.

In the absence of such a change order, nothing in this clause shall be deemed to restrict Contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause", or for breach of contract.

4 STOP WORK ORDER: reference GAR§ 6101(4) (c)

A. Order to Stop Work.

The Procurement Officer may, by written order to Contractor, at any time, and without notice to any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work expires, or within any further period to which the parties shall have agreed, the Administrator of Supply Management shall either:

- (i) Cancel the stop work order; or
- (ii) Terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.

B. Cancellation or Expiration of the Order.

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

- (i) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (ii) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

C. Termination of Stopped Work.

If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

D. Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

5 PRICE ADJUSTMENTS: reference GAR § 6101(6)

A. Price Adjustment Methods.

Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (ii) by unit prices specified in the contract or subsequently agreed upon;
- (iii) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- (iv) in such other manner as the parties may mutually agree; or

- (v) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles) of the GAR and subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the GAR.

B. Submission of the Cost or Pricing Data.

Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Costs or Pricing Data) of the GAR.

6 CLAIMS BASED ON PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS: *reference GAR § 5106(8).*

A. Notice of Claim.

If any action or omission on the part of Procurement Officer, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (a) Contractor shall have given written notice to the Procurement Officer, or designee of such officer:

- (i) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;

- (ii) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or

- (iii) within such further time as may be allowed by the Procurement Officer in writing.

- (a) This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

- (b) The notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and

- (c) Contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

B. Limitations of Clause.

Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any territorial officers and any Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.”

C. Adjustment of Price.

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

II WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES

(a). Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

(e) Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year. During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

III Ethical Standards:

With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

IV Prohibition against Gratuities and Kickbacks:

With respect to this procurement and any other contract that the Contractor may have or wish to enter into with any government of Guam agency, the Contractor represents that he has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

V Prohibition against Contingent Fees:

The Contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

VI Contractor's Warranty as to Employees and Sex Offenses. (Guam Department of Public Health and Welfare, Division of Senior Citizens) Reference 5 GCA 5253 (b)

Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry. Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

VII Policy in Favor of Service-Disabled Veteran Owned Businesses P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012

In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

VIII Funding (Federal and Local Funds) Older Americans Act- Title III Transportation Service Program

This procurement is funded through the Department of Health and Human Services, Administration on Aging, Older Americans Act of 2006, (OAA, as Amended) P.L. 109-365 and III-B Federal funds Grant Numbers: 12AAGUT3SP for Fiscal Year 2012, 13AAGUT3SP for Fiscal Year 2013, and 14AAGUT3SP for Fiscal Year 2014, Catalog of Federal Domestic Assistance (CFDA) Number 93.044, and local Government of Guam funds, (Funding). Funding is subject to annual grant awards and local appropriations, allocation, and certification of funds for this program. The Notice of Grant Award for the above funds incorporates in its terms and conditions the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local, and Tribal Governments under Title 45 Code of Federal Regulations, Part 92. The above mentioned federal laws and regulations are incorporated herein as if fully re-written and contractor agrees to abide them in addition to all other applicable federal and Guam laws and regulations and Department of Public Health and Social Service, Division of Senior Citizen's (DPH&SS DSC) program rules and processes.

Assisting older persons in leading independent, meaningful and dignified lives in their own homes and communities as long as possible is the mission of the system of programs, agencies, non-profits and contractors of services in DPH&SS DSC Home and Community Based Supportive Services system of programs. This procurement is of one program, the transportation and services program, in that system of programs.

The contractor awarded this procurement shall be providing IIIB compliant transportation program services in keeping with all of the terms and conditions of this procurement, Transportation Service Provider (TSP).

IX Term: (Multi-Term)

The term of this contract shall commence upon signing of contract (approximately October 1, 2015) and expire on September 30, 2016, with an option to renew for two (2) additional Fiscal Year. Renewal options will be one Fiscal Year at a time subject to federal grant funding and the, appropriation, allocation and availability of funds.

There may be multiple purchase orders for the initial term and any optional subsequent renewal issued in keeping with the nature of the federal government's Title III Federal Grant process and DPHSS DSC's State-Wide Program.

In the event funds are not appropriate or otherwise made available to support the continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed or the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes. The Government of Guam shall notify contractor on a timely basis in writing that the funds are, or not, available for the continuation of the contract for each succeeding fiscal period. The multi-term period as set forth in this clause does not affect either the Government of Guam's rights or the contractor's rights under any termination clause of this contract.

X Unit Price: (Multi-Term)

Bid Price/Escalation Clause (Multi-Term). The bid price offered by the Bidder shall remain the same throughout the initial contract term. Escalation cost of no more than 5% may be considered based upon rapid and substantial price fluctuations of an unknown nature (i.e. gasoline, oil, etc.) and is subject to adjustment. Escalation cost will be based upon the availability of funds and written approval by the Director, Department of Public Health and Social Services.

MANDATORY DISPUTES CLAUSE (2 GAR Div. 4 §9103(g))

Pursuant to the Guam Administrative Rules and Regulations, the following provisions shall govern controversies or disputes between Department and Bidder:

The Parties agree to attempt resolution of all controversies which arise under, or are by virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then Bidder shall request Department in writing to issue a final decision within sixty (60) days after receipt of the written request. If Department does not issue a written decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then Bidder may proceed as though Department had issued a decision adverse to Bidder.

Department shall immediately furnish a copy of the decision to Bidder, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt. DPHSS's decision shall be final and conclusive, unless fraudulent or unless Bidder appeals the decision to the Office of Public Accountability.

Bidder shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

Bidder shall comply with Department's decision and proceed diligently with performance of this Agreement pending final resolution by the Office of Public Accountability of any controversy arising under, or by virtue of, this Agreement, except where Bidder claims a material breach of this Agreement by Department. However, only where Department makes a written determination that continuation of work under the contract is essential to the public health and safety, and such determination is supported by substantial facts, then Bidder shall proceed diligently with performance of the Agreement.

MISCELLANEOUS PROVISIONS

(i) **Severability.** The provisions of this Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Contract, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

(ii) No Waiver. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Contract.

(iii) Notices. All invoices, reports, correspondences, notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by registered or certified mail, postage prepaid, addressed as follows:

To Department: _____, Government of Guam
P.O. Box 2950, Hagatna, Guam 96910

To Bidder: Either party may designate an address by doing so in writing to the address set forth above.

(iv) Assignment, Successors and Assigns. Neither party may assign or otherwise transfer this Contract or any of the rights that it grants without the prior written consent of the other party. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Contract will be binding upon the parties' respective successors and permitted assigns.

(v) Scope of Contract. Refer to Invitation for Bid No. GSA _____ is incorporated with this agreement.

Item No.	Description	Qty	UOM	Hour Cost	Monthly Price
1.1	Transportation Services Program (TSP): Comprehensive Management, Operations, and Maintenance of Transportation Services for Senior Citizens as per the following specifications	12	Mos.	\$ _____	\$ _____

**DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, DIVISION OF SENIOR CITIZENS (DPH&SS, DSC):
TRANSPORTATION SERVICES PROGRAM (TSP): COMPREHENSIVE MANAGEMENT, OPERATIONS, AND
MAINTENANCE OF TRANSPORTATION SERVICES FOR SENIOR CITIZENS**

SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

BACKGROUND: The Guam State Office on Aging (SOA) under the Division of Senior Citizens, Department of Public Health and Social Services, is responsible for coordinating all activities related to older individuals on Guam as required under the Older Americans Act, and through Guam Public Law 14-139. A copy of the 2012-2015 Guam Four Year State Plan on Aging is available at the Guam Department of Public Health and Social Services URL website at dphss.guam.gov.

The Division of Senior Citizens is charged with the responsibility to provide Supportive Services to help seniors remain in their communities. This procurement is for the provision of one of the Supportive Services, specifically, Transportation Services Program (TSP). In accordance with the Older Americans Act of 1965, as amended in 2006, the Transportation Services Program (TSP) facilitates access to supportive and/or nutrition services that enable older individuals to lead independent, meaningful and dignified lives through the provision of transportation services on a fixed or non-fixed basis. The clients who may access this program service are older individuals age sixty (60) years or older and their spouse below the age sixty (60), provided the underage spouse is accompanying the eligible participating client. TSP clients who require personal assistance can be accompanied by a family member or other person identified to act as their Personal Assistant (PA) or Escort. The PA or Escort is provided by the client and not the Bidder of this program service. Further, for those TSP clients who do not have a PA or Escort, the TSP driver provides assisted transportation to clients who require such assistance, as practicable.

The target population to be serviced are older individuals with greatest economic and social needs (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older persons individuals in rural areas) [Ref. Section 305(a)(2)(E) of the Older Americans Act of 1965, as amended]. The Bidder shall target and serve older individuals with disabilities (with particular attention to individuals with severe disabilities) and enhance services and develop collaborative programs, where appropriate, to meet the needs of older individuals with disabilities (Ref. Section 307(a)(17) of the Older Americans Act of 1965, as amended).

The Bidder shall comply with the provisions of Title III B Supportive Services of the Older Americans Act of 1965, as amended, and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321). It is the Bidder’s responsibility to be updated and current with any such laws, regulations and guidelines.

The Transportation Services Program (TSP) services being acquired is to be funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, as amended, Grant Number: 15AAGUT3SS, Catalog of Federal Domestic Assistance (CFDA) Number 93.044, Title III B and local Government of Guam funds being allotted, allocated and certified.

If funds for this program are not secured for any reason, the Government reserves the right to cancel this procurement consistent with Guam procurement law and regulations. This Invitation for Bid (IFB) and any contract issued under it shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, or policy changes in local or federal funding.

2.0 COMMON ELEMENTS OF FIXED AND NON-FIXED TRANSPORTATION SERVICES

2.1 ISLAND-WIDE TRANSPORTATION SERVICES. This procurement is for an island-wide service provider (Bidder) to provide transportation services required for TSP in keeping with all Federal and Government of Guam laws and regulations and DPH&SS, DSC requirements.

2.2 ASSISTED TRANSPORTATION. Assisted Transportation is providing assistance, including escort, to persons who have difficulties (physical or cognitive) using regular vehicular transportation. Door-to-Door assistance shall be provided to ensure the safety of all clients from inside the place of departure to inside their destination, if requested, and provided there are no barriers or obstructions.

2.3 ONE WAY TRIP. The Bidder will count and record each time a TSP client is transported from the point of pick up to a predetermined destination with each trip being a one way trip. A TSP client may access as many one way trips as the program can accommodate.

2.4 SHARED RIDERSHIP. The Bidder will provide shared rides to maximize TSP services.

2.5 INAPPROPRIATE TRANSPORTATION REQUEST. The Bidder will not provide transportation services requested for TSP clients who are in severe pain, bleeding, in shock, or unconscious; individuals requiring non-portable oxygen or other skilled medical treatment during transport; individuals needing to be restrained to keep the individual from hurting themselves or others; and individuals requiring stretchers during transport. The Bidder will ensure these requests are referred to the proper emergency or non-emergency ambulance services available on island.

3.0 ELEMENTS OF FIXED TRANSPORTATION SERVICES

3.1 FIXED TRANSPORTATION SERVICE (FTS). The Bidder shall provide FTS to TSP clients from their homes to various pre-determined points on island on a regular basis. The TSP clients may or may not require assistance when accessing FTS.

3.2 HEMODIALYSIS AND CANCER TREATMENT. The Bidder shall provide FTS to TSP clients requiring hemodialysis and cancer treatment with the first pick up to begin at 8:00 am and with the trip return home ending at 5:00 pm, Monday through Saturday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provision. For Fiscal Year 2014 approximately 68 TSP clients utilized FTS to various hemodialysis centers and two (2) clients utilized FTS to various cancer treatment centers.

3.3 SENIOR CITIZENS CENTERS. The Bidder shall transport TSP clients to a minimum of 12 Senior Citizens Centers with arrivals starting at 9:00 am and being completed no later than 10:00 am with a return trip home commencing at 3:00 pm and not later than 4:00 pm, Monday through Friday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provision. The 12 Senior Citizens Centers are in the various locations, as follows: Agana Heights, Agat, Astumbo, Dededo, Inarajan, Mangilao, Merizo, Santa Rita, Sinajana, Tamuning, Yigo, and Yona/ Talofoto. For Fiscal Year 2014, approximately 410 TSP clients utilized the FTS to access 12 Senior Citizens Centers.

3.4 **ADULT DAY CARE CENTERS.** The Bidder shall transport TSP clients to a minimum of three (3) Adult Day Care (ADC) Centers for seniors with the first pick up from the clients home to commence no earlier than 6:30 am and the last pick up no later than 8:00 am with a return time of no earlier than 4:00 pm and no later than 5:30 pm, Monday through Friday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provision. The current designated ADC Centers are located as follows: 1) Barrigada located at 234 A U.S. Army Fejeran Street, Lower Barrigada Heights, Barrigada, Guam 96913; 2) Dededo located at 220 Chalan Despaci Street Wusstig Road, Dededo, Guam 96929; and 3) Inarajan located at 193 As-Abman Drive, Inarajan, Guam 96915. For Fiscal Year 2014, approximately 103 TSP clients utilized the FTS to access two (2) Adult Day Care Centers of which 38 were wheelchair users.

4.0 ELEMENT OF NON-FIXED TRANSPORTATION SERVICES

4.1 **NON-FIXED TRANSPORTATION SERVICES (NFTS).** The Bidder shall provide NFTS from various points of the island to scheduled appointments such as medical and dental appointments, laboratory, pharmacy and other appointments directly related to a TSP client’s access to medical services; food commodities pickup; and monthly fieldtrips. NFTS is to be provided between the hours of 8:00 am to 5:00 pm, Monday through Friday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provision. For Fiscal Year 2014, approximately 162 TSP clients utilized the NFTS of which 27 were wheelchair users who utilized the NFTS to access various medical support services. The TSP clients may or may not require assistance when accessing NFTS.

5.0 VEHICLES

5.1 The Bidder is responsible for providing the required vehicles to operate the TSP. The Bidder’s vehicles shall meet the Federal and Guam laws and regulations including, but not limited to meeting accessibility requirements as set forth in the Americans with Disabilities Act of 1990, as amended in 2008 (Americans with Disabilities Act Amendment Act) and 49 Code of Federal Regulations Parts 37 and 38 (Vehicles).

6.0 CLIENT REGISTRATION AND MAINTENANCE

6.1 **REGISTERED CLIENT.** For the purposes of the TSP, a client who receives a unit of transportation service within the reporting fiscal year (October 1 through September 30) is counted as a registered client. The Bidder shall be responsible for registering clients and tracking deceased clients within each reporting fiscal year.

a. The Bidder shall use the DPH&SS, DSC Intake, Profile and Referral (IPR) Form (Attachment A) upon being awarded this program which will be used to enroll and activate services for the TSP client. In addition, the DPH&SS, DSC IPR Record Change and Service Form (Attachment B) shall be used to update or change a client’s IPR.

b. The Bidder shall ensure that copies of all initial and Record Change and Service IPR forms for clients age 60 and older are forwarded to the DPH&SS, DSC’s Service Provider for Case Management Services Program (CMSP) within two (2) days of receipt of IPR referral or update, unless the case requires immediate attention, which shall be referred to CMSP on the same day.

c. The Bidder shall make contact with the TSP client no later than two (2) working days after receipt of the IPR to coordinate the TSP client’s registration for TSP services.

d. The Bidder shall report to CMSP significant changes in the physical, mental and social conditions, as observed in its regular contact with TSP clients.

e. In collaboration with CMSP, the Bidder shall maintain a list of TSP clients who are High Risk and require Emergency Assistance in response to critically emergent situations to protect and safeguard the life and safety of vulnerable and high risk clients to be readily available to be transmitted to the DPH&SS, DSC and Guam Homeland Security in preparation or response to impending storm or a man-made or natural disaster.

f. The Bidder shall ensure that TSP clients are enrolled into the database designated within five work days which includes updates to the database for TSP clients. Upon awarding of this program, the Government shall notify the Bidder as to the database to be used to enroll TSP clients.

6.2 **MULTI-DISCIPLINARY TEAM MEETINGS.** The Bidder is responsible for requesting assistance of the CMSP to convene a meeting of key stakeholders and providers to participate in the Multi-Disciplinary Team (MDT) in the event complex issues arise affecting TSP clients receiving TSP services. As part of the Bidder’s responsibilities in the TSP services, they too may participate in a MDT, as requested by other Service Providers on behalf of their TSP clients.

6.3 **AWARENESS OF ELDER CONCERNS.** The Bidder shall ensure TSP staff is aware as to the intent of the TSP and report suspect cases of concern where the client may have unresolved problems and submit them to the TSP Program Manager for intervention and/or resolution; or reported as an unmet need in the Monthly Program Report.

6.4 **WAIT-LIST.** The Bidder shall include in the registration process a wait-list of names of eligible TSP clients currently waiting to receive TSP services (Wait-List).

7.0 RIDERSHIP AGREEMENT

7.1 The Bidder shall prepare and provide a copy of the **Ridership Agreement** to DPH&SS, DSC prior to commencement of TSP for DPH&SS, DSC review and approval. The Ridership Agreement shall contain procedures governing the Clients’ Rights and Responsibilities; grievance procedures; the consequences for their non-compliance with the rules and regulations of the TSP; the right to the confidentiality of records; and the procedures to address the needs of independently functional and functionally impaired clients for the purpose of resolving and/or determining the feasibility of providing services to the client to include the Prioritization of Services. Subsequent updates to the Ridership Agreement shall be subject to the same process.

7.2 The Bidder shall have each TSP client or their guardian or authorized representative sign the **Ridership Agreement** prior to the commencement of TSP services. The signed **Ridership Agreement** shall be maintained in each TSP clients file.

8.0 PRIORITIZATION OF SERVICES

8.1 Guam State Office on Aging (SOA) (DPH&SS, DSC) recognizes the unique situation in which the demand for services may outweigh the available resources; therefore, the following scale shall be used as a guideline to prioritize the provision of services to those in greatest socio-economic need, as necessary and directed by the Guam SOA. When the Bidder receives notification from the Guam SOA to activate the application of the Prioritization of Services point system, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on a partial or wait list, as well as new referrals. To this end, the clients in greatest need shall be provided transportation services.

8.2 The scale will be based on a point system in three (3) focal areas, the older individual’s: (1) mobility, (2) degree of existing support system, and (3) housing condition with the greatest priority will be given to older individuals in descending order, with nine (9) being the highest possible points garnered translating to the older individual in greatest socio-economic need.

Point System	Mobility	Support System	Housing Condition
1	Cane or Walker	Support available; but not living in same household	Full concrete structure
2	Wheel chair users	Minimal support; but not regularly available	Semi- concrete structure
3	Homebound and bedridden	No support system in place	Tin and wood structure

SPECIFICATIONS:

BIDDING ON/REMARKS:

8.3 Based on the need to activate this provision, the number of persons to be served will be determined by the existing conditions at the time of implementation. In the event that the number of available slots is not sufficient to provide services to the number of persons determined, to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as an additional determining factor for services.

Impairments in Activities of Daily Living (ADL) – The inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues: <i>eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.</i>	
Point System	1 point will be added to clients with 1-2 ADL impairments.
	2 points will be added to clients with 3-4 ADL impairments.
	3 points will be added to clients with 5-6 ADL impairments.

8.4 Another determining factor in this point system may include whether the older individual is responsible for the care of a dependent. Clients will be given an additional one (1) point if they are also caregivers. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA. (Re: Excerpt from 2012-2015, Guam’s State Plan on Aging, pages 19-20).

8.5 After applying the Prioritization of Services and the demand for services still outweigh the available resources the Bidder shall advise the Guam SOA who will provide additional guidance and direction to the Bidder as to other variables and/or conditions to assess to reduce the demand to meet the available resources.

9.0 TRANSPORTATION SCHEDULING

9.1 The Bidder shall schedule TSP client request for transportation, coordinate trip pick-ups and cancellations, and document ridership.

10.0 ELEMENTS OF TSP OPERATIONS

10.1 **OFFICE HOURS.** The Bidder shall provide administrative office hours from 8:00 am to 5:00 pm, Monday through Friday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions.

10.2 **TRANSPORTATION HOURS.**

a. The Bidder shall provide FTS beginning at 8:00 am and ending at 5:00 pm for Hemodialysis and Cancer Treatment, Monday through Saturday. FTS will not be provided on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions; and

b. The Bidder shall provide center clients FTS to the designated Senior Citizens Centers of which there are 12 centers at this time, Monday through Friday. FTS to the center shall begin at 8:00 am and will be completed no later than 10:00 am and return trips from the center will begin at 3:00 pm with the last pick up each day to occur no later than 4:00 pm. FTS will not be provided on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions; and

c. The Bidder shall provide ADC center clients FTS to the designated Adult Day Care Centers of which there are three (3) at this time, Monday through Friday. FTS to the center shall begin no earlier than 6:30 am and will be completed no later than 8:00 am and return trips from the center will begin no earlier than 4:00 pm with the last pick up each day to occur no later than and 5:30 pm. FTS will be provided on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions; and

d. The Bidder shall provide NFTS between the hours of 8:00 am to 5:00 pm, Monday through Friday. NFTS will not be provided on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions.

10.3 **OPERATIONAL REQUIREMENTS.** The Bidder shall provide the personnel, equipment and supplies, conduct preventive maintenance of the vehicles, ensure the air conditioning systems for the vehicles is fully functional and provide the fuel for the vehicles to ensure timely delivery of TSP program services.

a. The Bidder shall ensure all vehicles prominently display the DPH&SS, DSC signage and that of the Bidder.

b. The Bidder shall ensure the vehicles used for the TSP are kept clean, equipped with safety hazard warning devices (roadside reflectors), a fully functional First Aid Kit, a fully charged BC or ABC fire extinguisher. In addition, the Bidder shall ensure the vehicles have operational restraints and wheelchair securement devices, as applicable.

c. The Bidder shall ensure compliance with 16 GCA, Chapter 5, §5116 Carrier Safety and Hazardous Material Regulations and the Federal Motor Carrier Safety Administration Regulations.

d. The Bidder shall maintain accurate written records of all repairs and maintenance performed on the vehicles. The records shall detail each repair and maintenance, including the vehicle number, license number, date vehicle grounded, date of repair and/or maintenance performed, detailed description of vehicle repair or maintenance performed, vehicle mileage at the time of repair, time required to perform vehicle repair and signature of authorized personnel indicating that the repair has been properly performed.

e. The Bidder shall ensure there is no smoking in vehicles used in the TSP whether or not there is TSP clients being transported in the vehicles.

f. The Bidder shall ensure compliance relative to the restrictions on the Use of Mobile Phones While Driving as prescribed in P.L. 31-194.

10.4 **CLIENT FILES.** The Bidder shall maintain and update individual TSP client files which shall be retained for a period of three (3) years and shall include the TSP client’s Intake Profile and Referral Form and updates; Transportation Assessment; Acknowledgement Receipt of the TSP Ridership Agreement; and as applicable, Application for Personal Assistant; Reports of Accidents/Incidents involving client, actions taken and resolution of each Accident/Incident; documentation of counseling provided or meetings held regarding the TSP client; and other documents as deemed necessary by the DPH&SS, DSC.

10.5 **STANDARD OPERATING PROCEDURES.** The Bidder shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan is current and submitted to the DPH&SS, DSC for review and approval within thirty (30) calendar days upon award of this IFB.

10.6 **EMERGENCY MANAGEMENT PLAN.** In an effort to protect the health, safety and welfare of clients, program personnel and volunteers, the Bidder shall visibly post emergency telephone numbers and the established emergency procedures, as applicable. The Bidder shall provide training to staff on procedures to be followed in the event of a:

<u>SPECIFICATIONS:</u>	<u>BIDDING ON/REMARKS:</u>
a. fire/earthquake, to include a drill in which all staff members shall participate, with an evacuation plan visibly posted;	<hr/>
b. health emergencies such as Pandemic flu outbreaks;	<hr/>
c. medical emergency, to include food poisoning situations;	<hr/>
d. physical threat, to include bodily harm situations;	<hr/>
e. severe weather or a natural disaster; and	<hr/>
f. power/water outages, etc.	<hr/>

11.0 ELEMENTS OF STAFFING REQUIREMENTS, CERTIFICATION, AND TRAINING

11.1 The Bidder shall ensure personnel employed for the administration and operations of the TSP are qualified to execute their respective duties and responsibilities. Upon the awarding of this program, the Bidder shall provide DPH&SS, DSC with written job descriptions for each position involved in the direct delivery of TSP services.

11.2 The Bidder shall ensure the following requirements be met by all staff prior to employment and be current, not expired or outdated, while employed with the TSP. Completed employment application; current Tuberculosis (TB) Clearance or medical clearance shall be dated no earlier than 30 days prior to employment and renewed annually or as medically prescribed for current staff; original or certified copy of Police, Superior Court, U.S. District and Traffic Clearances for new staff shall be dated no earlier than 90 days prior to employment and original or certified copy of Police, Superior Court, U.S. District and Traffic Clearances of current staff shall be updated every three (3) years or as changes occur to either of these four (4) documents; possess a High School Diploma or attainment and possession of General Educational Development (GED) from a recognized institution, or a higher degree from a recognized and accredited institution of higher learning as required for the position with this program; possess a current Guam Driver’s License, as applicable; and attendance at Annual Orientation to Title III Aging Programs, Bureau of Adult Protective Services and Aging and Disability Resource Center (ADRC) Project (as applicable) presented by DPH&SS, DSC personnel shall be met within the first month of each fiscal year and presented by the DPH&SS, DSC staff shall be met within 30 days of employment and annually within the first month of each fiscal year.

11.3 The Bidder shall have documentation of TSP drivers having completed the following orientation and/or certification prior to servicing TSP clients: Wheel chair Lift Techniques and Passenger Safety, Defensive Driver, Safety and Care of End Stage Renal Disease Training(s) which is renewed annually; Current Cardio-pulmonary Resuscitation (CPR) and First Aid Certification; and Annual completion of Fire Extinguisher and Basic Fire Awareness training; a copy of the employee’s valid driver’s license to operate their assigned vehicle; a copy of the employee’s Medical Examiner’s Certificate; and shall also include Incident Reporting Procedures and Policies.

11.4 The Bidder shall maintain and update individual staff files of each TSP employee in its central office. The staff files shall include; completed employment application; position description; current Tuberculosis (TB) clearance to be renewed annually; original or certified copy of Police, Superior Court, U.S. District and Traffic Clearances for new staff dated no earlier than 90 days prior to employment and for current staff updated every three (3) years or as changes occur to either of these four (4) documents; copy of High School

SPECIFICATIONS:

BIDDING ON/REMARKS:

Diploma or General Educational Development (GED); documentation of attendance at Annual Orientation of Title III and Title VII Aging Programs, Bureau of Adult Protective Services and the Aging and Disability Resource Center (ADRC)Project (as applicable) presented by DPH&SS, DSC personnel; documentation of continuing education, certifications, training and workshops; copy of current Guam Driver’s License; copy of Medical Examiner’s Certificate; copy of current Cardiopulmonary Resuscitation (CPR) and First Aid certificate; latest Annual Work Plan and Job Performance Evaluation; reports of accidents and/or incidents involving program personnel affecting the care of clients or operation of the program and actions taken towards resolution; acknowledgement of completion of fire extinguisher and basic fire awareness training; acknowledgement of completion of Annual Defensive Driver Training; acknowledgement of completion of Annual Safety and Care of End Stage Renal Disease Participants Training; acknowledgement and completion of Annual Wheelchair Lift

Techniques/Passenger Safety Training; acknowledgement receipt of the Bureau of Adult Protective Services Mandate, Public Law 31-278; acknowledgement of receipt of their copy of the Bidder’s Ridership Agreement; acknowledgement of the Bidder’s Drug and Smoke-Free Workplace Policy; acknowledgement of Bidder’s Equal Employment Opportunity Policy; and acknowledgement of Bidder’s Standard Operating Procedures that includes Emergency Management Plan.

12.0 ELEMENTS OF DRIVER QUALIFICATIONS AND RESPONSIBILITIES

12.1 PRE-EMPLOYMENT SCREENING. Under no condition shall the Bidder employ a driver for this program if: he/she has been convicted of a felony; or he/she has been convicted of a drug or alcohol offense.

12.2 QUALIFICATIONS. The Bidder shall ensure drivers possess a High School Diploma or attainment and possession of General Educational Development (GED) from a recognized institution, or a higher degree from a recognized and accredited institution of higher learning as required for the position with this program.

a. The Bidder shall certify that drivers for the TSP are physically qualified to operate a commercial motor vehicle as determined by a physical examination performed by a licensed medical examiner and issued a Medical Examiner’s Certificate which:

1) Shall be on his/her person the original or photographic copy of the Medical Examiner’s Certificate while on duty; and

2) Shall have been issued within the preceding 24 months or sooner as may be required by the physician and renewed accordingly.

b. The Bidder shall ensure drivers are trained and retain current annual certification in Cardiopulmonary Resuscitation (CPR) and First Aid, Wheelchair Lift Techniques, Passenger Safety, Defensive Driver, and Safety and Care of End Stage Renal Disease.

c. The Bidder shall ensure that the drivers possess a valid driver’s license to operate the type of vehicles they are assigned to transport TSP clients. The driver’s license shall be issued by the Department of Revenue and Taxation, Motor Vehicle Division, Government of Guam.

d. The Bidder is responsible for ensuring all drivers have the ability to read, write and follow instructions.

SPECIFICATIONS:

BIDDING ON/REMARKS:

e. The Bidder shall ensure drivers have current Tuberculosis (TB) Clearance throughout their employment with the TSP.

f. The Bidder shall ensure drivers have original or certified copy of Police, Superior Court, U.S. District Court and Traffic Clearances for new staff which shall be dated no earlier than 90 days prior to employment.

g. The Bidder shall require drivers to provide updated Police, Superior Court, U.S. District Court and Traffic Clearances that represent any changes from their earlier submission to the Bidder which is one element that secured their employment in the TSP.

h. The Bidder shall ensure TSP drivers have no more than one (1) moving violation for each year of the last five (5) years. If license has been suspended, shall have two (2) full subsequent years with no violations; and if license has been revoked, shall have five (5) subsequent years with no violations.

12.3 DRIVER RESPONSIBILITIES. The Bidder shall ensure the TSP drivers are knowledgeable and capable of performing the following responsibilities:

a. Provide transportation to TSP clients as scheduled.

b. Enforce TSP client rules and regulations prescribed in the TSP Ridership Agreement.

c. Ensure safety and comfort of TSP clients.

d. Secure passenger wheelchairs to restraining devices to secure wheelchairs during trips.

e. Comply with traffic laws, regulations and safe driving practices.

f. Communicate with base station or other vehicles to report disruption of service and other program related activities relative to the transportation of TSP clients through the use of a radio or similar device.

g. Maintain records of trips and behavior of TSP clients.

h. Report all concerns or complaints received from TSP clients to their supervisor.

i. Report any vehicle mechanical concerns to their supervisor.

j. Assist TSP clients in and out of the vehicle, if necessary supervisor.

12.4 THE BIDDER SHALL RELIEVE DRIVERS OF THEIR POSITION IF DURING THE COURSE OF EMPLOYMENT. He/she has had two (2) moving violations within a twelve (12) month period; or his/her license is suspended or revoked.

13.0 ADMINISTRATIVE REQUIREMENTS

13.1 REQUESTS FOR INFORMATION. Requests for Information by the DPH&SS, DSC, shall be acted upon in a professional manner and submitted to the DPH&SS, DSC within five (5) working days unless otherwise specified in the correspondence. Corrections to information requested shall be submitted as specified by the DPH&SS, DSC.

13.2 IMPROPER ACTIVITIES OF TSP STAFF. The Bidder shall report in writing to the DPH&SS, DSC within two (2) working days of learning of alleged acts of malfeasance, including embezzlement by their employees which affects the TSP. The Bidder shall file a report with the appropriate (i.e. GPD, GFD, GMH, Mayor, etc.) and a copy shall be provided to DPH&SS, DSC.

13.3 COMPLAINTS, PROBLEMS AND CONCERNS. The Bidder shall attempt to remedy complaints, problems and concerns of TSP clients with other service providers, vendors or health and human service agencies prior to reporting the matter to the DPH&SS, DSC.

a. Complaints and concerns that cannot be resolved to the mutual satisfaction of all parties shall be reported in writing to the DPH&SS, DSC for assistance and guidance.

b. Urgent complaints, problems, and concerns requiring immediate attention shall be reported to the DPH&SS, DSC as soon as possible with written communications to be submitted by 10:00 am the next business day or as determined by the DPH&SS, DSC upon being notified. This shall include complaints filed against the Bidder with local or Federal agencies by clients or staff.

c. Written notices for information or corrective action, issued by the DPH&SS, DSC, to the Bidder shall be acted upon within five (5) working days upon receipt of notification or as specified by the DPH&SS, DSC.

13.4 ACCIDENTS AND INCIDENTS. The Bidder shall ensure all accidents and incidents involving injury to individuals and/or damage to property are verbally reported to the DPH&SS, DSC as soon as possible with written report submitted the following working day if it is not practicable to submit the report of the accident and/or incident the same day it occurred. A copy of reports (i.e. GPD, GFD, GMH, Mayor, etc.) issued regarding the accident and/or incident shall be submitted to the DPH&SS, DSC no later than the next working day following its receipt by the Bidder. Acts of vandalism to any vehicle or facility used in the TSP shall be reported to the DPH&SS, DSC in the same manner.

13.5 STAFF IDENTIFICATION. The Bidder shall issue each staff a numbered photo identification card that shall be worn in clear view while on duty.

13.6 PROPER HYGIENE AND DRESS CODE. The Bidder shall ensure all staff practice good hygiene and maintain a professional appearance. They are required to be neat, clean, and well-groomed and are expected to serve as role models in the upkeep of one's personal hygiene. The staff shall wear clothing that is professional in appearance. Staff providing direct services to clients shall wear closed-toed shoes for safety. The staff who perform custodial or maintenance work are allowed to wear denim pants in the performance of their duties. All other staffs are to dress professionally.

13.7 MANAGEMENT PERSONNEL. Management personnel shall be knowledgeable of the provisions of the Bidder's Agreement with the DPH&SS, DSC and be provided copies of the Agreement and approved purchase order. The absence of the TSP Program Director, Program Manager or other key personnel for more than three (3) consecutive days shall be reported in writing to the DPH&SS, DSC naming the person(s) authorized to act on behalf of the Program Director and the expected duration of the appointment.

13.8 PROGRAM REPORTING REQUIREMENTS. It is a requirement that Bidders provide invoices and reports on standard DPH&SS, DSC Transportation Services Forms. The forms are named as follows: (Refer to Attached Sample Forms)

SPECIFICATIONS:

BIDDING ON/REMARKS:

- a. Monthly Program Report (Transmittal) Form
(See Sample Form Attachment "A")
- b. Invoice Form
(See Sample Form Attachment "B")
- c. Accounts Receivable Activity Report Form
(See Sample Form Attachment "C")
- d. Program Income Report Form
(See Sample Form Attachment "D")
- e. Program Income Expenditure Report Form
(See Sample Form Attachment "E")
- f. Monthly Statistical Report for TSP (Assisted) Form
(See Sample Form Attachment "F" – 2 pages)
- g. Monthly Statistical Report for TSP Form
(See Sample Form Attachment "G" – 2 pages)
- h. Monthly Program Summary Form
(See Sample Form Attachment "H" – 2 pages)
- i. Yearly Program Report (Transmittal) Form
(See Sample Form Attachment "I")
- j. Yearly Program Summary Form
(See Sample Form Attachment "J")
- k. Non-Expendable Inventory Form Under \$5,000.00
(See Sample Form Attachment "K")
- l. Non-Expendable Inventory Form Over \$5,000.00
(See Sample Form Attachment "L")
- m. Release of Claims Statement Form
(See Sample Form Attachment "M")
- n. Intake, Profile and Referral Form
(See Sample Form Attachment "N" – 7 pages)
- o. Intake, Profile and Referral Record Change and Service Update Form
(See Sample Form Attachment "O" – 2 pages)

13.9 MONTHLY PROGRAM REPORT. The Bidder shall meet with DPH&SS, DSC staff within the first week of being notified of being awarded the TSP to be orientated on the Forms to be completed to satisfy the required Program Reporting Requirements. The Bidder shall ensure all monthly fiscal program reporting requirements be prepared utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPH&SS, DSC.

- a. The Monthly Program Reports are due no later than ten (10) working days after the end of each reporting month, with the exception of the September Reports or for the month being reported on in which the contract expires, which are due no later than five (5) working days after the end of either the fiscal year or the expiration of the contract.

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b. The September Reports or for the month being reported on in which the contract expires and is either being renewed or awarded to the same Vendor shall also include Release of Claims Statement and listing of all staff reflecting Criminal History Record (Police Clearance) of Felony Arrest(s) or Conviction(s) that occurred within the past five (5) years, dates of Felony Arrest(s) or Conviction(s) and employment date of staff. The list provided by the Bidder shall include traffic citations and violations.

13.10 EVIDENCE OF PAYMENT. The Bidder shall ensure a copy of receipt of payment for services is provided to the DPH&SS, DSC within twenty-four (24) hours of receipt.

13.11 ACQUISITION OF NON-EXPENDABLE PROPERTY. The Bidder shall ensure Federal and local procurement laws and regulations are complied with in accordance with 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements. All equipment and other non-expendable property acquired through the Agreement shall be the property of the DPH&SS, DSC.

13.12 NON-EXPENDABLE PROPERTY UNDER \$5,000.00 IN VALUE. The Bidder shall maintain an Equipment Logbook for this program listing all non-expendable equipment under Five Thousand Dollars (\$5,000.00) transferred from the DPH & SS, DSC or purchased through Program Monies.

13.13 REPORTING OF NON-EXPENDABLE PROPERTY \$5,000.00 OR GREATER IN VALUE. The Bidder shall maintain a Non-Expendable Property Inventory Listing that shall be submitted yearly to the DPH&SS, DSC. The Non-Expendable Property Inventory Listing shall include all property Five Thousand Dollars (\$5,000.00) or greater in value transferred from DPH&SS, DSC or acquired as a result of providing services under this program. All newly acquired property during the current contract period shall be added to the listing.

13.14 INVENTORY. The Bidder shall maintain a current inventory of the assets of the TSP, adequately safeguarding such property and ensuring it is used solely for authorized purposes. Any personal use of the property by the Bidder or his/her staff is not permitted.

a. The Bidder shall ensure equipment with this program be kept in good condition and be properly secured when not utilized. Equipment not being used shall be surveyed back to the DPH&SS, DSC for disposition.

b. The Bidder shall ensure broken, yet still usable equipment is assessed for repairs and be repaired as financially practicable. Any equipment deemed irreparable shall be documented on the inventory, listing the date and method of disposal.

14.0 PROGRAM MONIES

14.1 SERVICE CONTRIBUTIONS. The Bidder shall provide each eligible individual with an opportunity to voluntarily contribute to the cost of the program, a service contribution as defined in 45 CFR Part 1321.67 (Service Contribution). The Bidder shall in keeping with 45 CFR Part 1321.67 clearly inform each eligible individual with respect to the TSP eligible individual's contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No eligible individual shall be denied a service because the eligible individual will not or cannot contribute to the cost of the service. The Bidder shall use all collected contributions to expand the service for which the contributions were given. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPH&SS, DSC.

SPECIFICATIONS:

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14.2 PROGRAM INCOME. *Program Income* means gross income received by the grantee or sub-grantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. “*During the grant period*” is the time between the effective date of the award and the ending date of the award reflected in the final financial report. The Bidder shall refer to OMB Circular A-87 and 45 CFR Part 92.25 and CFR Part 1321.67. The Bidder shall safeguard Program Income generated in support of the TSP, accounting for all funds in keeping with OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPH&SS, DSC.

14.3 GRANT OPPORTUNITIES. The Contractor is encouraged to apply for grants (Federal, local, foundation based, etc.) to enhance and/or expand the program. Notice of applications for grants and awards thereof shall be reported to the DPH&SS, DSC upon the Contractor being notified by the awarding entity.

14.4 IN-KIND CONTRIBUTIONS. The Contractor shall document all in-kind contributions provided in support of this program.

14.5 UNEXPENDED SERVICE CONTRIBUTIONS AND PROGRAM INCOME. Service Contributions and Program Income Funds shall be expended within the current contract period of each fiscal year (Funds). Funds not expended within each fiscal year may be used to reduce the Bidder’s monthly invoiced amount. In the event the TSP contract is terminated all unexpended Funds is immediately due within five (5) working days and payable to the DPH&SS, DSC or to the new Bidder, as directed by DPH&SS, DSC. In the event unexpended Funds is not forwarded, the Bidder’s final invoice shall be reduced by DPH&SS, DSC as an offset in an amount equal to the Funds not paid to the DPH&SS, DSC or to the new Bidder, as directed by DPH&SS, DSC.

15.0 INSURANCE COVERAGE

15.1 INSURANCE. The Bidder agrees to procure and maintain in effect Workers Compensation, Commercial General Liability, and Comprehensive General Liability Insurance coverage. The Bidder shall provide certificates of such insurance to DPH&SS, DSC when required and shall immediately report in writing to the DPH&SS, DSC any insurance claims filed. The Bidder is responsible for obtaining and maintaining the necessary insurance coverage of the Government owned vehicle for the operations of the TSP.

a. Workers Compensation Insurance in the form and amount required by the law of the Government of Guam to cover all employees working in any capacity in executing this contract.

b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and/or combined single-limit bodily injury and property damage. The Bidder shall ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of not less than One Million Dollars (\$1,000,000.00) for bodily injuries or death per occurrence, and not less than Three Hundred Thousand Dollars (\$300,000.00) for damages to property. Such policy shall insure the Government and their respective agents and employees with respect to liability as a result of the ownership, maintenance, use or operation of vehicles pursuant to the Agreement.

c. Professional Liability Insurance in a form acceptable to the Government and with a limit of liability of not less than One Million Dollars (\$1,000,000.00).

16.0 PROGRAM PENALTIES

16.1 ADMINISTRATIVE. The DPH&SS, DSC may assess a penalty or penalties for the submission of incomplete, inaccurate, or late financial, statistical, and other required program information. The penalty shall be calculated after any disallowed cost to the monthly invoice amount is applied. Any delay in submitting accurate and complete Monthly Program Reports shall only delay payment of the monthly program invoice. The penalty is based on the following schedule within the contract period and shall be applied:

- a. In the event the initial submission of the Monthly and Yearly Program reports is inaccurate, incomplete or missing, and upon notification by DPH&SS, DSC, the Contractor shall have three (3) working days to submit or resubmit, as applicable, the inaccurate, incomplete or missing required reports and upon being cleared by DPH&SS, DSC, invoices will be processed with no penalties shall be applied.
- b. In the event the second submission requires further revisions resulting in a third submission of the required reports, a one percent (1%) penalty shall be applied to the total invoice after any disallowed cost is applied.
- c. In the event a fourth submission or any additional revision is required, the penalty shall increase from one percent (1%) to one and a half percent (1.5%) and be applied to the total invoice after any disallowed cost is applied.

16.2 CLIENT PICK UP AND RETURN TIME SPECIFICATION COMPLIANCE. The Bidder shall transport TSP clients to a minimum of 12 Senior Citizens Centers with arrival starting at 9:00 am and being completed no later than 10:00 am with a return trip home commencing at 3:00 pm and not later than 4:00 pm; and transport TSP clients to a minimum of three (3) Adult Day Care (ADC) Centers with first pick up from the clients home to commence no earlier than 6:30 am and the last pick up no later than 8:00 am with a return time of no earlier than 4:00 pm and no later than 5:30 pm, unless otherwise approved by the DPH&SS, DSC. The DPH&SS, DSC may assess a penalty from the cost of the total invoice for early pick-up or late return on the following schedule:

- a. 31 minutes early or late – \$25.00 per incident
- b. 32 minutes to 90 minutes early or late – \$50.00 per incident
- c. Over 91 minutes late – \$1,000.00 per client per incident

16.3 LATE REPORTING. Extensions for late submissions of Monthly or Yearly Program reports, and other reportable areas may be authorized through a written request from the Executive or Program Director of the program stating the extenuating circumstances contributing to the report being submitted late. The written request shall be submitted to the DPH&SS, DSC, no later than 10:00 am, one (1) working day prior to the due date of the required Monthly Program Report. The DPH&SS, DSC shall determine whether the request is approved or disapproved. In the event the request is disapproved, the Bidder shall be assessed a .5% (.005) penalty for late submission applied to the monthly invoice amount, unless otherwise stated and provided for in the Agreement.

16.4 PROGRAM PERSONNEL AND CLIENT FILES AND RECORDS PENALTY. Personnel and client files and records shall be kept current and filed accordingly. The Bidder shall have three (3) work days to correct personnel and client files and records identified to be incomplete, missing, inaccurate, outdated or expired. After the third work day has passed and the Bidder has not rectified the identified deficiency to the satisfaction of the DPH&SS, DSC, the Bidder may be assessed a flat penalty of Twenty-Five Dollars (\$25.00) penalty for each personnel and client files and records identified to be deficient.

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16.5 ANNUAL AUDIT. The Bidder will be assessed a penalty of Five Hundred Dollars (\$500.00) for each month the annual audit is submitted late to DPH&SS, DSC. The payment of the penalty shall not be derived from Service Contributions received or Program Income funds generated through this program. The payment shall be made payable to the DPH&SS, DSC and shall be the responsibility of the Bidder. The penalty may be waived, as authorized by the DPH&SS, DSC, provided the Bidder can demonstrate in good faith having executed an agreement with an independent Certified Public Accountant firm to conduct the audit within 30 days upon official notification of award of this IFB. If none exist, the Five Hundred Dollars (\$500.00) penalty will be applied for each month the annual audit is submitted late.

17.0 COMPENSATION FOR SERVICES

17.1 For Fiscal Year 2016, the Transportation Services Program services being acquired is funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, As Amended, Grant Number: 15AAGUT3SS, Catalog of Federal Domestic Assistance (CFDA) Number 93.044, Title III B and local Government of Guam funds being allotted, allocated and certified.

17.2 UNAUTHORIZED SERVICES. Any unauthorized services rendered by the Bidder shall be considered a disallowed cost and shall be deducted from the monthly invoice. Any cost above the agreed amounts shall be at the expense of the Bidder.

17.3 Payment shall be based upon costs submitted less penalties and/or disallowed costs. Compensation based upon the aggregate of the costs submitted may be less than the agreed upon compensation but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.

17.4 INVOICES. The Bidder will be compensated upon the clearance of monthly invoices by DPH&SS, DSC. In any reporting month and there exist a discrepancy in the statistical, narrative or financial reports submitted by the Bidder, ten percent (10%) of the invoice amount after applying any penalties and/or disallowed costs will be withheld until the discrepancy has been resolved to the satisfaction of the DPH&SS, DSC. Upon being notified by DPH&SS, DSC that the discrepancy has been resolved, the Bidder shall submit an invoice for the remaining ten percent (10%) to be processed accordingly. **In the event discrepancies continue for three (3) months, invoices from this point forward shall not be processed until the discrepancies are resolved to the satisfaction of the DPH&SS, DSC.**

17.5 Non-payment by the Government shall not be considered as grounds for suspension of services by the Bidder.

18.0 SPECIAL TERMS AND CONDITIONS

18.1 PROGRAM DATABASE. The Bidder shall be required to comply with the efforts of putting forth a unified automated information system supports and promote a coordinated and comprehensive system of care. This effort is spear-headed by the DPH&SS, DSC. All Title III service providers and vendors shall be collaborators and partners of this effort. The Bidder shall ensure that their staff attend training, maintain and enter data, generate reports and conduct all necessary transactions in support of this effort which will assist the Bidder in complying with the reporting requirement of the TSP. Orientation and training on the access and use of the Program Database will be coordinated and/or provided by DSC and/or software company contracted to maintain the system at no cost to the Bidder, with the exception of staff time to attend the orientation, training and technical assistance activities in support of the Program Database. Failure to comply a Five Hundred Dollars (\$500.00) penalty will apply.

18.2 PROGRAM DATABASE INFORMATION SYSTEM.
The software and hardware of the Program Database is currently funded by the ADRC Project grantee. The Bidder shall be granted access upon being awarded this program and will enter data.

18.3
GRANTOR RECOGNITION. The Bidder shall ensure recognition of the role of the grantor agency in providing services through this IFB. When a press release is issued or interview is given for any activity funded in whole or in part through this IFB, reference shall be given as to the funding source and funding agency. The Bidder shall prominently identify in all publications and advertisements that funding for the item(s) is provided through the DPH&SS, DSC to include all activities, facilities, and items utilized pursuant to this IFB. For example, *“This project is made possible through funds under Title III B Older Americans Act of 1965, as amended in 2006, administered by the Department of Public Health and Social Services, Division of Senior Citizens.”* All advertisements by the Bidder about the program shall be submitted to the DPH&SS, DSC prior to distribution to the general public and local media.

18.4 PROFESSIONAL STANDARDS. The Bidder agrees to maintain professional standards applicable to its profession, professional development, and other TSP services. At all times pertinent to this IFB, the Bidder shall maintain all professional certifications and business licenses required in Guam and other states in which it does any portion of services in this IFB. The Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under this IFB. The Bidder shall, without additional cost to the Government, correct or revise all errors or deficiencies in its work.

18.5 NEGLIGENT PERFORMANCE BY BIDDER. The Government’s review, approval, acceptance of, and payment of fees for services required under this IFB, shall not be construed to operate as a waiver of any rights under this IFB or of any cause of action arising out of the Bidder’s failure of performance of this IFB and Bidder shall be and remain liable to the Government for all costs of any kind which may be incurred by the Government as a result of the Bidder’s negligent performance of any of the services performed under this IFB.

18.6 STANDARDS OF CONDUCT. The Bidder shall uphold the highest standards of conduct of their staff in administering services to the elderly. All staff shall abide by a zero tolerance of encouraging, accepting and receiving any type of loan, monetary gift or gratuity or any other form of financial gain from clients or their families.

18.7 REMOVAL AND TERMINATION OR SUSPENSION OF PROGRAM PERSONNEL. The DPH&SS, DSC, retains the absolute right and authority to demand removal and termination or suspension from the TSP for reasonable cause; any personnel furnished by the Bidder when DPH&SS, DSC determines this management intervention is required to be executed to safeguard the TSP. A disregard of Federal and local laws, regulations, policies, and non-compliance or non-performance with a contracted provision or provisions, but not limited to, shall be considered reasonable cause. The Bidder’s personnel policy and procedures used in the management of their personnel shall include this provision.

18.8 ACTIVITIES OF PROGRAM PERSONNEL. The Bidder shall ensure the Bidder or its employees do not contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum [Ref. 45 CFR 1321.71(h)(1)]. Further, the Bidder shall ensure the Bidder or its employees do not intentionally identify the Title III Aging program or the Bidder with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office [Ref. 45 CFR 1321.71(h)(2)].

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18.9 DUPLICATION OF SERVICES. The Bidder shall ensure that all TSP services funded through this procurement are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of service provided by other sources.

18.10 REPORT OF ABUSE OR NEGLECT OF SENIORS AND ADULTS WITH A DISABILITY. The Bidder shall immediately make a verbal report of suspected cases of abuse or neglect of elders and adults who have a disability and provide a written report within forty-eight (48) hours to the Bureau of Adult Protective Services, DSC or its contracted Service Provider of the Emergency Receiving Home with a Crisis Intervention Hotline. (Ref. P.L. 31-278, Title 10 GCA, Chapter 2).

18.11 REPORT OF ABUSE OR NEGLECT OF CHILDREN. The Bidder shall immediately make a verbal report of suspected cases of abuse or neglect of children and provide a written report within forty-eight (48) hours to the Child Protective Services Unit, Bureau of Social Services Administration (Ref. P.L. 20-209, Title 19 GCA, Chapter 13).

18.12 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). The Bidder shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L. 104-191 and the Federal “Standards for Privacy of Individually Identifiable Health Information” promulgated under 45 CFR Part 160 and Subparts A and E of Part 164.

18.13 SOCIAL SECURITY NUMBER CONFIDENTIALITY ACT. The Bidder shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of Social Security numbers (Ref. P.L. 28-95, Title 5 GCA, Chapter 32, Article 7).

18.14 CLIENT CONFIDENTIALITY. The Bidder shall ensure information obtained directly or indirectly from a TSP client be kept confidential and not released in a form that identifies the client without the informed consent of the client, or of his or her legal representative, unless the disclosure is required by court order, or for program monitoring by authorized Federal, State or local monitoring agencies (Ref. 45 CFR 1321.51). [Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E].

18.15 PROGRAM TRANSITION. All steps shall be taken by the Bidder to ensure a smooth and professional transition of the TSP to prevent any interruption of services to the clients and to preserve the integrity of the TSP.

a. The Bidder, who has not been awarded a new contract or renewal of an existing contract under this program, shall immediately prepare to relinquish all program related information, files, equipment, service contributions, and program income (contributions, donations, and gifts) remaining balances and all other operational, administrative and service documents and/or items to the new Bidder. The Bidder shall designate a person(s) who will work with the DPH&SS, DSC in the transition process to the new Bidder.

b. The DPH&SS, DSC shall oversee the transfer of all program related information, files, equipment, monies, etc. to the new Bidder.

18.16 FINANCIAL MANAGEMENT SYSTEM. The Bidder shall ensure the organization possesses a financial management system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management. The Bidder shall ensure their accounting system shall permit timely development of all necessary cost data in the form required by the DPH&SS, DSC and is in accordance with generally accepted accounting principles (Ref. Title 5 GCA, Chapter 5, Article 3, Part E, §5236).

18.17 FILES AND RECORDS MAINTENANCE. All files and records pertaining to the TSP, both programmatic and financial, shall be accurate and complete and made accessible to the DPH&SS, DSC and its authorized representatives and are, at a minimum, subject to audit, monitoring, and evaluation.

18.18 MONITORING. Unannounced monitoring of the Transportation Services Program by the DPH&SS, DSC shall not be denied by the Bidder. Monitoring may include, but is not limited to, on-site observations of activities and/or staff, facility inspections, and discussions with clients regarding the effectiveness of the program. All documents related to the operations and delivery of services is subject to review by the DPH&SS, DSC.

18.19 CLIENT SURVEY. The Bidder shall conduct a client survey to gauge the clients’ perceptions services rendered through the TSP and identify unmet needs. At a minimum, the survey should include feedback on the quality of service, timeliness of pick up and return trips, the personal hygiene and dress code of the delivery staff, and the strength and weaknesses of the TSP. The first survey shall be submitted to the DPH&SS, DSC in July 2016 for the service period rendered in FY2016 and the second and third surveys shall be submitted in July for Fiscal Years 2017, 2018, and 2019.

18.20 EVIDENCE OF PAYMENT. The Bidder shall ensure a copy of receipt of payment for services is provided to the DPH&SS, DSC within twenty-four (24) hours of receipt.

19.0 AUDIT

19.1 The Office of Management and Budget (OMB) Circular and guidance requires a *non-profit* organization shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 and the most current OMB Circular A-133.

19.2 A *for-profit* organization is required to comply with Title 45 CFR, Part 74.26(d) of the CFR which incorporates the thresholds and deadlines of the most current OMB Circular A-133 but provides *for-profit* organizations two options regarding the type of audit that will satisfy the audit requirements. The *for-profit* organization may either have: A *Financial-Related Audit* as defined in, and in accordance with, the Government Auditing Standards, commonly known as the “Yellow Book”, (GPO Stock #020-000-00-265-4) of all the HHS awards; or An *Audit* that meets the requirements of the most current OMB Circular A-133.

19.3 The Bidder shall prepare and provide to the DPH&SS, DSC within 30 days upon official notification of award of this IFB, a copy of their engagement with a Certified Public Accountant firm to perform the independent audit of the TSP. This audit shall be completed and forwarded to the DPH &SS, DSC, no later than March 31st proceeding September 30th of each contract term.

19.4 The Bidder shall prepare and provide supporting documents to resolve any questioned costs or material weaknesses identified in the annual audit.

19.5 The Bidder is responsible for any questioned costs not resolved at the end of the Agreement year and remains the responsibility of the Bidder awarded said Agreement, even if the Bidder is not awarded the new IFB. The amount due resulting from any questioned costs shall be due to the DPH&SS, DSC within ninety (90) days upon notification by the DPH&SS, DSC, unless other wise agreed upon by the DPH&SS, DSC and the Bidder.

SPECIFICATIONS:

BIDDING ON/REMARKS:

19.6 The Bidder is responsible for any questioned costs not resolved which shall result in a deduction in the contractual amount of the entire amount questioned from the agreed upon value of the negotiated Renewal or the negotiated new Agreement awarded to the same Bidder.

19.7 The Bidder on which the contract expires shall submit the annual audit to the DPH&SS, DSC no more than six (6) months after the end of the contract’s expiration. This provision is specific to the final service year for transportation services of the TSP and is not to be misconstrued as to negate the requirement of submitting the annual audits for the first two (2) service years.

NOTICE TO BIDDERS:

20. Anticipated funding for this procurement. “The Required Delivery Date”. It is the intent of the government of Guam to commence services at the **Beginning of Fiscal Year 2016, Effectuated October 1, 2015** but the issuance of any award/purchase order in this procurement is contingent upon the award and receipt of federal grant funds, as well as the government of Guam’s annual appropriations to this program. In the event funds are not appropriated or other wise made available to support the initial award of this procurement **all bid submittal received will be rejected and or the IFB cancelled.**

The government of Guam Department of Health and Human Services, Divisions of Senior Citizens is the state-wide agency on Guam for this program and has a good faith as to the above occurring and their being funding as set forth above for Fiscal Year 2016, and notice is herein given that this procurement is issued and proceeding, but there can be no actual award without funding occurring as set forth above.

21. Term: (Multi-Term). The term of this contract shall commence upon signing of contract (approximately October 1, 2015) and expire on September 30, 2016, with an option to renew for two (2) additional Fiscal Year. Renewal options will be one Fiscal Year at a time subject to federal grant funding and the, appropriation, allocation and availability of funds.

There may be multiple purchase orders for the initial term and any optional subsequent renewal issued in keeping with the nature of the federal government’s Title III Federal Grant process and DPHSS DSC’s State-Wide Program.

In the event funds are not appropriate or otherwise made available to support the continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed or the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes. The Government of Guam shall notify contractor on a timely basis in writing that the funds are, or not, available for the continuation of the contract for each succeeding fiscal period. The multi-term period as set forth in this clause does not affect either the Government of Guam’s rights or the contractor’s rights under any termination clause of this contract.

22. Bid Price/Escalation Clause (Multi-Term). The bid price offered by the Bidder shall remain the same throughout the initial contract term. Escalation cost of no more than 5% may be considered based upon rapid and substantial price fluctuations of an unknown nature (i.e. gasoline, oil, etc.) and is subject to adjustment. Escalation cost will be based upon the availability of funds and written approval by the Director, Department of Public Health and Social Services.

APPENDIX OF CERTIFICATION FORMS:

1. LIMITED ENGLISH PROFICIENCY CERTIFICATION Page 57

2. CERTIFICATION OF NON-DISCRIMINATION Page 58

3. CIVIL RIGHT REQUIREMENTS Page 59

4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION Page 60

5. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS Page 61 - 67

LIMITED ENGLISH PROFICIENCY CERTIFICATION

Limited English Proficiency Certification

I certify that Limited English Proficiency persons have meaningful access to any services under any developed (if applicable) program(s). National origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

SUBMITTED BY:

Signature:	Date:
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Name:	Title:
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Agency:

Instructions: Offerors need to sign and submit this form with this proposal.

CERTIFICATION OF NON-DISCRIMINATION

Certification of Non-Discrimination

Contractor agrees that:

It will comply, with and will insure compliance by its sub-grantees and contractors with the non discrimination requirements of the following statutes and regulations:

- Omnibus Crime Control and Safe Streets Act of 1968, as amended, and 42 U.S.C. 3789(d) which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the United States Department of Justice funded programs or activities;
- Title VI of the Civil Rights Act of 1964, and 42 U.S.C. §2000d which prohibits discrimination on the basis of race, color or national origin in the United States Department of Justice funded programs or activities;
- Section 504 of the Rehabilitation Act of 1973, and 29 U.S.C. §794 which prohibits discrimination on the basis of disability in U.S. D.O.E. funded programs or activities;
- Title II of the Americans with Disabilities Act (ADA) of 1990, and 42 U.S.C. §12132, as it relates to discrimination on the basis of disability in the United States Department of Justice funded programs or activities;
- Title IX of the Education Amendments of 1972, and 20 U.S.C. §1681 as it relates to discrimination on the basis of sex the United States Department of Justice funded training or educational programs;
- The Age Discrimination Act 1975, and 42 U.S.C. §6102, as it relates to services discrimination on the basis of age the United States Department of Justice funded programs or activities.

No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made available under this title from the U.S. Department of Health and Human Services. The applicant agency also certified that, if required to formulate an Equal Employment Opportunity Plan (EEOP), in accordance with 28 CFR 42.301 et seq., it will maintain a current one on file. Non-compliance with the discrimination regulations may result in the suspension or termination of funding.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, or disability against a recipient of Federal funds, or any sub-grantee or contractor of that recipient, a copy of such findings must be forwarded to the United States of Department of Health and Human Services.

If your offeror is required to develop an EEOP and your offeror has received a single award for \$500,000 or more in grant funds, whether directly from the U.S. Department of Health and Human Services or indirectly from a state or local agency as a sub-recipient, your agency must submit a copy of the subject EEOP to the U.S. Department of Health and Human Services for their review and approval.

SUBMITTED BY:

Signature of Authorized Official:

Date:

Name of Authorized Official:

Name of Offeror:

Instructions: Offerors need to sign and submit this form with this proposal.

CIVIL RIGHTS REQUIREMENTS

Civil Rights Requirements

Contractor:

Civil Rights Contact Person:

Title/Address:

Telephone Number:

Number of persons employed by the offeror unit:

Instructions: Offerors need to sign and submit this form with this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

PROJECT INFORMATION: _____

Project Name: _____

Project Number: _____

Data Universal Numbering System (DUNS) Number: _____

Principal Contact: _____
Firm Name / Contact Name / Title

Firm Address/ Phone Number/ Email Address

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor-

- (1) The undersigned certifies, by submission of this proposal, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the undersigned is unable to certify to any of the statements in this certification, such Subrecipient/ Sub Grantee offeror shall attach an explanation to this proposal*.

*Exceptions will not necessarily result in denial of award, but will be considered in determining offeror responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of Guam.

Signature/Authorized Certifying Official

Typed Name and Title

Prospective Contractor/Offeror

Date Signed

Contractor License No. (if any)

Instructions: Offerors need to sign and submit this form with this proposal.

COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

The term "Contractor" is used in this certifications and representations as to offeror(s)/contractor(s)/vendor(s) and service provider(s). The terms and conditions as to compliance with Federal Laws and Regulation that are part of this procurement, include, but are not limited to these requirements.

A. Equal Employment Opportunity & Nondiscrimination

Contractor agrees to comply with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 11375--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Contractor agrees that no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or other classification protected by federal or state laws and regulations; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the government of Guam or in the employment practices of the government of Guam's contractors. Accordingly, all contractors entering into contracts with the government of Guam shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

B. Discovery or Invention- Notice.

Contractor and the Government are not contracting for any Services/ Work that constitutes as a Discovery or Invention under this Agreement as initially executed. Pursuant to 45 CFR Part 80.36 (i) (8) required notification is given by the Government to Contractor: United States Department of Justice's requirements relating to discoveries, inventions, copy rights and rights in data as set forth in A-102 Section _ .36 apply and Patent Rights in Inventions Made With Federal Assistance 35 USC 202-204, as implemented by 37 CFR 401 apply where applicable.

C. Clean Air Act.

Contractor and Subcontractor agree to comply with Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

D. Byrd Anti-Lobbying.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - applies to contracts over \$100,000. Contractor as part of this Agreement certifies compliance with 31 U.S.C. 1352 and agrees to provide a copy of the Byrd Anti-Lobbying certification to the OAG, and to require any subcontractors of \$100,000 or more to file a Byrd Anti-Lobbying certification. Contractor represents that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are to be forwarded from Contractor and its subcontractors up to the Government.

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E. Debarment and Suspension.

Debarment and Suspension (E.O. 12549 and E.O. 12689)--No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or No procurement Programs in accordance with E.O. 12549 and E.O. 12689--Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor certifies that contractor, nor any of contractor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or suspended on federal, state or local debarment and suspension lists; or otherwise excluded from or ineligible for participation in federal or local assistance programs.

F. Drug-Free Work Place.

Contractor acknowledges that the Government maintains a drug free work place in compliance with Drug-Free Workplace Act of 1988 (Pub. L.100-690) and Contractor and subcontractors agree to comply with the Drug-Free Work Place Act.

DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor’s policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

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(ii) Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.

(8) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(9) In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

G. Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g).

Provisions applicable to Contractors and subcontractors who are private entities. Contractor and its subcontractor, and their employees associated with performance under this procurement shall not (i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect; (ii) procure a commercial sex act during the time that the procurement is in effect, or (iii) use forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175. DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living may terminate any work, contract, grant, subgrant without penalty for any violation of these provisions by the Contractor and its subcontractors and their employees, imputed to the Contractor or its subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

Provision applicable to Contractor and subcontractors other than a private entity. DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living may terminate any work, contract, grant, subgrant without penalty, if a Contractor or

subcontractor that is a private entity- is determined to have violated an applicable prohibition above in this clause; or has an employee who is determined by the agency official authorized to terminate the contract to have violated an applicable prohibition above in this clause through conduct that is either- associated with performance under this procurement; or imputed to the Contractor or its subcontractors using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

Provisions applicable to any recipient. Contractor and its subcontractors must inform, DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living immediately of any information they receive from any source

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alleging violation of the above prohibitions in this clause. DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living right to terminate unilaterally that is described above: implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and is in addition to all other remedies available in this contract. Contractor and its subcontractors must include this section in any subcontracts they make in this procurement. The following definitions apply to this section: (1) "Employee" means either: an individual employed by you or a subrecipient who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. (3) "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. Includes: a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). A for profit organization. (4) "Serve forms of trafficking in persons", "commercial sex acts", and "coercion" have the meaning given at section 103 of TVPA, as amended (22 U.S.C. 7102)

H. Federal Funding Accountability and Transparency Act (FFATA).

Contractor is subject to sub-award and executive compensation requirements in the FATA Sub-award Reporting System (FSRS). See http://www.acl.gov/Funding_Opportunities/Grantee_Info/FFATA.aspx.

In accordance with 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION, Contractors and sub Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000. The reporting requirements are as follows:

This requirement is for both mandatory and discretionary grants awarded on or after October 1, 2010.

All sub-award information must be reported by the prime awardee.

For those new Federal grants as of October 1, 2010, if the initial award is equal to or over \$25,000, reporting of sub-award and executive compensation data is required.

If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000.

If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements of the Transparency Act and this Guidance.

Requirements for Federal Funding Accountability and Transparency Act Implementation

In September 2010, the Office of Management and Budget issued Interim Final Guidance in the Federal Register (Volume 75, No. 177, September 14, 2010, 2 CFR Part 170) to establish reporting requirements necessary for the implementation of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252. This award term implements those requirements and is located at 2 CFR Part 170.

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Appendix A to Part 170—Award Term Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery

funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph c. of this award term).

2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at the <http://www.ccr.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - A. 80 percent or more of its annual gross revenues from Federal procurement contracts

(and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm> page of the SEC website.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

1. "Entity" means all of the following, as defined in 2 CFR part 25:
 - i. Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. "Executive" means officers, managing partners, or any other employees in management positions.
3. "Subaward":
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. "Subrecipient" means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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I. Same-Sex Marriage – Administration for Community Living Guidance.

Federal grant funds from the U.S. Department of Health and Human Services, Administration for Community Living (ACL) are part of this procurement. The ACL has issued guidance as to same-sex marriage and its grant funds. In the event that the guidance applies to this procurement, then Contractor agrees to comply with any and all requirements of the ACL with regard to its guidance on same-sex marriage.

J. Pilot Program for Enhancement of Contractor Whistleblower Protections.

Contractors are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections" of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013(Pub.L. 112-239, enacted January 2, 2013 applies to this procurement. The effective date is for grants and contracts issued on or after July 2, 2013, through January 1, 2017.

CONTRACTOR agrees to comply with Section 1553 of the American Recovery and Reinvestment Act of 2009 (ARRA), which states: An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of— (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. CONTRACTOR agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of the ARRA.

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K. Certification Regarding Lobbying.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

L. FY2014 Consolidated Appropriations Act, 2014 (Public Law 113-76) signed into law on January 17, 2014.

Salary Limitation (Section 203) "None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II." That amount is \$181,500.

Gun Control (Section 217) "None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control."

Restriction on Distribution of Sterile Needles (Section 522) "Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug."

Anti-Lobbying (Section 503)

a. No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

b. No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

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c. The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

Contractor by its signature below certifies and assures DPHSS, DSC that it will comply with the above federal fund requirements applicable to this procurement.

SUBMITTED BY:

Signature of Authorized Official:	Date:
-----------------------------------	-------

Name of Authorized Official: (PRINTED)
--

Name of Organization:

This Form Must Be Submitted With the Proposal.

APPENDIX OF PROGRAM FORMS

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Attachment "C"	FY - _____ Accounts Receivable Activity Report	Page 71
Attachment "D"	FY - _____ Program Income Report	Page 72
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Attachment "F"	FY - _____ Monthly Statistical Report (Page 1 of 2).....	Page 74
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Attachment "O"	Senior Citizens Aging Services FY-2015 Intake, Profile and Referral (IPR) Record Change and Service Update Form (Page 2 of 2)	Page 93

<div><div>FY – _____ TRANSMITTAL PAGE</div><div>TRANSPORTATION SERVICES PROGRAM</div><div>MONTHLY</div><div>SELECT ONE:<div><div><input type="checkbox"/> OCT</div><div><input type="checkbox"/> JAN</div><div><input type="checkbox"/> APR</div><div><input type="checkbox"/> JUL</div><div><input type="checkbox"/> NOV</div><div><input type="checkbox"/> FEB</div><div><input type="checkbox"/> MAY</div><div><input type="checkbox"/> AUG</div><div><input type="checkbox"/> DEC</div><div><input type="checkbox"/> MAR</div><div><input type="checkbox"/> JUN</div></div></div></div>	
REVIEWED BY:	NAME OF PROGRAM MANAGER & SIGNATURE:
APPROVED BY:	NAME OF EXECUTIVE OR PROGRAM DIRECTOR & SIGNATURE:
SUBMITTED BY:	SERVICE PROVIDER'S NAME:
DATE OF SUBMISSION:	

Attachment “B”

FY- _____ INVOICE				
FROM: NAME OF VENDOR		ADDRESS: ADDRESS OF VENDOR	INVOICE NO.	DATE:
TO: Department of Public Health and Social Services 123 Chalan Kareta Mangilao, Guam 96913-6304		ORDER OF AGREEMENT NO. Account # _____ P.O. # _____ Vendor # _____		
ITEM NO.	ARTICLES OF SERVICES	QUANTITY	UNIT	AMOUNT
	Transportation Services Program served for the month of:			
TOTAL: \$ -				
Services have been rendered satisfactorily.		Allotment Charge: _____		
_____ Administrator, Division of Senior Citizens		_____ CONCURRED BY:		
_____ Date		_____ DPH&SS Director		
I CERTIFY that this invoice is correct, just, and that payment therefore has not been received.		_____ Date		
_____ Signature of Payee		_____ APPROVED FOR PAYMENT:		
_____ Date		_____ Certifying Officer, DPH&SS		
		_____ Date		

DSC - TSP

Attachment "C"

FY- _____ ACCOUNTS RECEIVABLE ACTIVITY REPORT					
NAME OF VENDOR					
TRANSPORTATION SERVICES PROGRAM					
FOR THE MONTH ENDING:					
MONTH	INVOICE NUMBER	MONTHLY RECEIVABLES		YEAR-TO-DATE PAID	
		AMOUNT	BALANCE DUE	AMOUNT	BALANCE DUE
October		\$ -	-	\$ -	-
November		\$ -	-	\$ -	-
December		\$ -	-	\$ -	-
January		\$ -	-	\$ -	-
February		\$ -	-	\$ -	-
March		\$ -	-	\$ -	-
April		\$ -	-	\$ -	-
May		\$ -	-	\$ -	-
June		\$ -	-	\$ -	-
July		\$ -	-	\$ -	-
August		\$ -	-	\$ -	-
September		\$ -	-	\$ -	-
TOTAL AMOUNT		\$ -	\$ -	\$ -	\$ -

DSC - TSP

Attachment “D”

FY- _____ PROGRAM INCOME REPORT				
NAME OF VENDOR				
TRANSPORTATION SERVICES PROGRAM				
FOR THE MONTH ENDING:				
PROGRAM INCOME REPORT				
*PLEASE SPECIFY	MONTHLY CONTRIBUTIONS		YEAR-TO-DATE CONTRIBUTIONS	
	CASH	IN-KIND (CASH VALUE)	CASH	IN-KIND (CASH VALUE)
*SERVICE CONTRIBUTIONS (DONATIONS AND GIFTS)				
*GRANT OPPORTUNITIES				
TOTAL AMOUNT (CASH)	\$ -		\$ -	
*IN-KIND CONTRIBUTIONS				
		\$ -		\$ -
TOTAL AMOUNT (IN-KIND VALUE)		\$ -		\$ -

DSC - TSP

Attachment “E”

FY- _____ PROGRAM INCOME EXPENDITURES REPORT						
NAME OF VENDOR						
TRANSPORTATION SERVICES PROGRAM						
FOR THE MONTH ENDING:						
PLEASE SPECIFY	ADMINISTRATIVE COSTS		SERVICE EXPENDITURES		TOTAL CURRENT	TOTAL YTD CUMULATIVE
	CURRENT	CUMULATIVE	CURRENT	CUMULATIVE		
PERSONNEL COSTS (110/111)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (110/111)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRAVEL (220)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (220)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTUAL (230)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (230)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUPPLIES AND MATERIALS (240)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (240)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT (250) (under \$5,000.00)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (250)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS (290)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (290)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UTILITIES (360)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (360)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL OUTLAY (450) (over \$5,000.00)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (450)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DSC - TSP

Attachment “F”

FY- _____ Monthly Statistical Report Month: _____

Service Provider: NAME OF VENDOR	
Program: Transportation Services Program (TSP) (Assisted)	

A. CLIENTS COUNT		Month Total	YTD
1.	Clients Served this Month: Beginning of Fiscal Year (<i>Excluding New Clients Served</i>)		
2.	Total Intake Profile and Referrals (IPRs) Forms Received		0
3.	Total IPRs Determined to be Ineligible		0
4.	New Clients Served		
	a. From IPRs.....	<div></div>	
	b. From Returned to Active Status (<i>New this FY</i>) +	<div></div>	
	c. From Waiting List..... +	<div></div>	
	d. New Clients Served for this month..... =	<div>0</div>	0
5.	Total Unduplicated Active Clients for the Month (<i>Add Month Total Lines 1 & 4 inclusive of Clients Returned to Active Status previous this FY</i>)	0	
6.	Total Unduplicated Clients Registered for Fiscal Year		0
CLIENTS ACTIVITY			
7.	Waiting List (<i>Clients not receiving any services</i>)		Aggregate
	a. YTD from previous month.....	<div></div>	
	b. NEW Persons added to the Waiting List..... +	<div></div>	
	c. Enter the value from Box 4c..... -	<div>0</div>	0
	d. Removed from Wait List (<i>no service provided</i>) -	<div></div>	
	e. Total Waiting List for this month..... =	<div>0</div>	
B. UNITS OF SERVICE		Month Total	YTD
1.	Transportation (1 One Way Trip)		0
2.	Information and Assistance (1 Contact)		0
3.	Outreach (1 Contact)		0
C. VOLUNTEER(S)		Month Total	YTD
1.	Number of Volunteers - 60 years of age and above		0
2.	Number of Volunteers - 59 years of age and below		0
3.	Volunteer Hours Performed		0

Attachment "F"

Service Provider: **NAME OF VENDOR**

Program: **Transportation Services Program (TSP) (Assisted)**

D. CLIENTS ETHNICITY			(Total Clients = Line A.1 of Page 1)	New This Month	YTD
1A.	Freely Associated States Clients				
	a. Chuukese	Compact Impact Reporting Requirements for Freely Associated States (FAS)			0
	b. Kosraean			0	
	c. Pohnpeian			0	
	d. Yapese			0	
	e. Marshallese			0	
	f. Palauan			0	
1B.	Total FAS Clients (Add lines 1A - a through f)		0	0	0
NAPIS (National Aging Program Information System) Reporting Requirements					
2.	American Indian or Native Alaskan				0
3A.	Asian:				
	a. Cambodian			0	
	b. Chinese (inclusive of Taiwanese)			0	
	c. Indian			0	
	d. Japanese (inclusive of Okinawans)			0	
	e. Korean			0	
	f. Malaysian			0	
	g. Pakistanian			0	
	h. Filipinos			0	
	i. Thai			0	
j. Vietnamese			0		
3B.	Total Asian Clients (Add lines 3A - a through j)		0	0	0
4.	Black or African American				0
5.	Hispanic or Latino				0
6A.	Native Hawaiian or other Pacific Islander				
	a. Chamorro (Guam)			0	
	b. Hawaiian			0	
	c. NMI (person having origins from Saipan, Rota or Tinian)			0	
	d. Samoan			0	
	e. Carolinian			0	
	f. FAS Clients (post the sum of line 1B here)	0	0	0	
6B.	through f)		0	0	0
7.	White				0
8.	Total Clients (Equals the sum of lines 2, 3B, 4, 5, 6B and 7)		0	0	0
E. CITIZENSHIP		U.S.		NON - U.S.	
		Month Total	YTD	Month Total	YTD

DSC - TSP Assisted

Attachment "G"

FY- _____ Monthly Statistical Report

Month: _____

Service Provider: **NAME OF VENDOR**Program: **Transportation Services Program (TSP)**

A. CLIENTS COUNT		Month Total	YTD
1.	Clients Served this Month: Beginning of Fiscal Year (<i>Excluding New Clients Served</i>)		
2.	Total Intake Profile and Referrals (IPRs) Forms Received		0
3.	Total IPRs Determined to be Ineligible		0
4.	New Clients Served		
	a. From IPRs.....	<input type="text"/>	
	b. From Returned to Active Status (<i>New this FY</i>) +	<input type="text"/>	
	c. From Waiting List..... +	<input type="text"/>	
	d. New Clients Served for this month..... =	<input type="text" value="0"/>	0
5.	Total Unduplicated Active Clients for the Month (<i>Add Month Total Lines 1 & 4 inclusive of Clients Returned to Active Status previous this FY</i>)	0	
6.	Total Unduplicated Clients Registered for Fiscal Year		0
CLIENTS ACTIVITY			
7.	Waiting List (<i>Clients not receiving any services</i>)	Aggregate	
	a. YTD from previous month.....	<input type="text"/>	
	b. NEW Persons added to the Waiting List..... +	<input type="text"/>	
	c. Enter the value from Box 4c..... -	<input type="text" value="0"/>	
	d. Removed from Wait List (<i>no service provided</i>) -	<input type="text"/>	
	e. Total Waiting List for this month..... =	<input type="text" value="0"/>	0
B. UNITS OF SERVICE		Month Total	YTD
1.	Transportation (1 One Way Trip)		0
2.	Information and Assistance (1 Contact)		0
3.	Outreach (1 Contact)		0
C. VOLUNTEER(S)		Month Total	YTD
1.	Number of Volunteers - 60 years of age and above		0
2.	Number of Volunteers - 59 years of age and below		0
3.	Volunteer Hours Performed		0

Attachment "G"

FY- Monthly Statistical Report

Month: Page 2 of 2

Service Provider: NAME OF VENDOR
Program: Transportation Services Program (TSP)

D. CLIENTS ETHNICITY			(Total Clients = Line A.1 of Page 1)	New This Month	YTD
1A.	Freely Associated States Clients				
	a. Chuukese	Compact Impact Reporting Requirements for Freely Associated States (FAS)			0
	b. Kosraean			0	
	c. Pohnpeian			0	
	d. Yapese			0	
	e. Marshallese			0	
	f. Palauan			0	
1B.	Total FAS Clients (Add lines 1A - a through f)		0	0	0
NAPIS (National Aging Program Information System) Reporting Requirements					
2.	American Indian or Native Alaskan				0
3A.	Asian:				
	a. Cambodian			0	
	b. Chinese (inclusive of Taiwanese)			0	
	c. Indian			0	
	d. Japanese (inclusive of Okinawans)			0	
	e. Korean			0	
	f. Malaysian			0	
	g. Pakistanian			0	
	h. Filipinos			0	
	i. Thai			0	
	j. Vietnamese			0	
3B.	Total Asian Clients (Add lines 3A - a through j)		0	0	0
4.	Black or African American				0
5.	Hispanic or Latino				0
6A.	Native Hawaiian or other Pacific Islander				
	a. Chamorro (Guam)			0	
	b. Hawaiian			0	
	c. NMI (person having origins from Saipan, Rota or Tinian)			0	
	d. Samoan			0	
	e. Carolinian			0	
	f. FAS Clients (post the sum of line 1B here)	0	0	0	
6B.	through f)		0	0	0
7.	White				0
8.	Total Clients (Equals the sum of lines 2, 3B, 4, 5, 6B and 7)		0	0	0
E.	CITIZENSHIP	U.S.		NON - U.S.	
		Month Total	YTD	Month Total	YTD

DSC - TSP

Attachment "H"

FY- _____ MONTHLY PROGRAM SUMMARY
NAME OF VENDOR
TRANSPORTATION SERVICES PROGRAM

Month – Year

PROGRAM SUMMARY:

Monthly Reports with transmittal page signed by the Program Director and Program Manager shall be complete, accurate, and received by the DPH&SS, DSC in the format provided no later than ten (10) working days after the end of each reporting month, with the exception of the September Reports that are due no later than five (5) working days after the end of the fiscal year and shall include:

- A. Staff Trainings, Workshops, Conferences and Presentations (include names of staff and volunteers, dates, titles, presenters and locations)

Date(s)	Staff and Volunteers	Title	Presenter(s)	Location(s)

- B. Complaints, Problems and Concerns, and Proposed Solutions:

- 1) From Clients

Date of Incident	Complaints, Problems and Concerns	Proposed Solutions

- 2) From Aging Providers

Date of Incident	Complaints, Problems and Concerns	Proposed Solutions

- 3) Vehicles: List of all vehicles not used for a consecutive period of 48 working hours and the reason for their non-use.

Vehicle	Reason for Non-Use	Proposed Solutions

- 4) Routes: Report separately Assisted Transportation Services and Transportation Services.

Assisted Transportation Service:

Route	Reason	Proposed Solutions

DSC - TSP

Attachment “H”

Page 2
Transportation Services Program
(Reporting Month)
Monthly Program Summary

Transportation Service:

Route	Reason	Proposed Solutions

5) Other (specify)

--

C. Program Accomplishments: *Provide a description highlighting the achievements of the program. (Provide a narrative description of results achieved for the reporting month)*

--

D. Plans for Next Month

- 1) Staff and Volunteers Training Plan
- 2) Management Plan
- 3) Special Activities requiring Assisted Transportation Services and Transportation Services
- 4) Presentations and Outreach Plan

DSC – TSP

FY – _____ TRANSMITTAL PAGE

TRANSPORTATION SERVICES PROGRAM YEARLY

PLEASE ATTACH THE FOLLOWING:

- ☐ **RELEASE OF CLAIMS STATEMENT**
- ☐ **NON-EXPENDABLE PROPERTY INVENTORY LISTING (OVER & UNDER \$5,000.00)**
- ☐ **LISTING OF ALL STAFF REFLECTING CRIMINAL HISTORY RECORD**
- ☐ **LISTING OF BANK ACCOUNTS**

REVIEWED BY:	NAME OF PROGRAM MANAGER & SIGNATURE:
APPROVED BY:	NAME OF EXECUTIVE OR PROGRAM DIRECTOR & SIGNATURE:
SUBMITTED BY:	SERVICE PROVIDER'S NAME:
DATE OF SUBMISSION:	

DSC-TSP

Attachment “J”

FY- _____ YEARLY REPORTS NAME OF VENDOR TRANSPORTATION SERVICES PROGRAM

Month – Year

Yearly Reports shall be complete, accurate and received by the DPH&SS, DSC no later than five (5) working days after the end of the fiscal year and shall include:

- 1) Release of Claims Statement.
- 2) Non-Expendable Property Inventory Listing shall be certified by its certifying officer [Ref. P.L. 29-19, Section 6, (d)] to include:
 - (a) Date of Purchase or Lease;
 - (b) Item Description;
 - (c) Make/Model;
 - (d) Serial Number;
 - (e) Unit Cost;
 - (f) Indicate whether purchased, leased, or donated;
 - (g) Indicate whether purchased or leased with Program Funds or Program Income;
 - (h) Physical Location of Item/Object;
 - (i) Condition of Item/Object; and
 - (j) Percentage of Program Usage of Item/Object.
- 3) Listing of all staff reflecting Criminal History Record (Police Clearance) of Felony Arrest(s) or Conviction(s) that occurred within the past five (5) years, dates of Felony Arrest(s) or Conviction(s) and employment date of staff. The list provided by the Service Provider shall include traffic citations and violations.
- 4) Listing of bank accounts, such as checking, savings, time certificates of deposit, money market accounts, etc., of funds from transportation services including information of activities from which the funds were generated, authorized signatures and current balances.

DSC - TSP

Attachment "K"

FY-_____	NON-EXPENDABLE PROPERTY INVENTORY UNDER \$5,000.00 IN VALUE
	NAME OF VENDOR

☐ ASSISTED ☐ NON-ASSISTED

PROGRAM NAME: Transportation Services Program
LOCATION:
DATE OF INVENTORY REVIEW:

PAGE of [illegible]

INVENTORY PREPARED BY: _____

SIGNATURE AND DATE _____

POSITION/TITLE

INVENTORY VERIFIED BY: _____
SIGNATURE AND DATE

POSITION TITLE

INVENTORY CERTIFIED BY: _____
SIGNATURE AND DATE

POSITION TITLE

LDC - TMF

Attachment “L”

FY- _____ NON-EXPENDABLE PROPERTY INVENTORY OVER \$5,000.00 IN VALUE

NAME OF VENDOR

☐ **ASSISTED**☐ **NON-ASSISTED**

PROGRAM NAME: Transportation Services Program
LOCATION:
DATE OF INVENTORY REVIEW:

PAGE ____ of ____

[illegible]

INVENTORY PREPARED BY: _____
SIGNATURE AND DATE

POSITION TITLE

INVENTORY VERIFIED BY: _____
SIGNATURE AND DATE

POSITION TITLE

INVENTORY CERTIFIED BY: _____
SIGNATURE AND DATE

POSITION TITLE

FY- _____ RELEASE OF CLAIMS STATEMENT

CONTRACT: NAME OF VENDOR

PROGRAM NAME: TRANSPORTATION SERVICES PROGRAM

CONTRACT No.: _____

KNOWN ALL MEN BY THESE PRESENTS:

In consideration of the promise and the sum of, the total amount of which will not exceed _____ lawful money of the United States of America and _____ of which has been paid and _____ of which is to be paid by the Government of Guam under the above mentioned contract, the undersigned Contractor does, and by the receipt of said sum shall, for itself, its successors and assigns, remise, release and forever discharge the Government of Guam, its officers, agents and employees of and from all liabilities, obligations and claims whatsoever in law and equity under or arising out of said contract.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, _____.

WITNESS:

PRINT NAME

CONTRACTOR

SIGNATURE

By: _____

TITLE: _____

CERTIFICATE

I, _____, certify that I am the _____ of the Corporation as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor was the _____ of the Corporation by authority of its governing body and is within the scope of its corporate powers.

NAME AND SIGNATURE

DATE: _____

DSC - TSP

Attachment "N"

SENIOR CITIZENS AGING SERVICES FY-2015 INTAKE, PROFILE AND REFERRAL (IPR) FORM

INSTRUCTIONS

Title III reporting requirements provide statistical data for management and advocacy initiatives serving as indicators for new and continued funding of programs for seniors. The data collected is used for budget justifications, congressional inquiries, program development and mandated reports for federal, state and local agencies. Information must be accurate for it to be useful in supporting program services.

- ♦ **FORM:** This form is an Intake, Profile and Referral (IPR) Form, and not an Assessment Form. Profile characteristics are used in developing new programs to meet the needs of the elderly. Each Service Provider may have their own Assessment Form for their specific programs.
- ♦ **DATA RETENTION:** Client data is inputted and retained in a main registry.
- ♦ **SSN:** If a client does not provide a Social Security Number (SSN) then leave the space blank.
- ♦ **INCOME LEVEL:** The Income Level is based on the U.S. Department of Health and Human Services Poverty Guidelines and shall be completed before the Intake, Profile and Referral Form can be processed.
- ♦ **PRIORITIZATION OF SERVICES:** Based on the need to activate prioritization of services, the number of persons to be served will be determined by the existing conditions of clients enrolled in a program and those on a wait list at the time of implementation. Information on mobility, support system, housing condition, activities of daily living, health status and financial assets is collected should prioritization of services be necessary.
- ♦ **REFUSAL TO ANSWER:** Should a client refuse to answer a certain question, leave it blank. In the comments section, list the reason for not answering the question. This does not apply to Income Level.
- ♦ **SIGNATURE:** The signature of the client or responsible party is required before services can be provided.
- ♦ **SPECIAL ACCOMMODATIONS:** Clients requiring special accommodations shall inform the program in advance of their requirements.
- ♦ **PROGRAM SPECIFIC INFORMATION:**
 - **Case Management Services.** Case Management Services Program, at a minimum, conducts an assessment to individuals requesting Adult Day Care Services, In-Home Services and Home-Delivered Meals. Entry into these programs shall not be permitted before an assessment is made and eligibility established by Case Management Services.
 - **Transportation Services.** In order to meet demands, clients requesting transportation shall make reservations with the Transportation Services Program in advance for service. If the date requested cannot be accommodated, the Transportation Services Program shall recommend an alternate date. Requests for persons using wheelchairs or having a Personal Assistant/Personal Care Attendant shall be made in the same manner, whether for Center participation or to and from medical appointments, etc.
 - **Elderly Nutrition Program.** To the extent practicable, meals are prepared to meet special dietary needs of eligible participants, and shall be supported by a statement from the client's doctor or religious leader stating the necessity for special meals. Mechanical (chopped) or pureed (blenderized) meals are not classified as special meals and shall be provided to the client at their request.

**FOR ADULT PROTECTIVE SERVICES (APS)
REFERRALS, CALL 735-7421 / 7415
Monday - Friday, 8 a.m. to 5 p.m.
(Except on Recognized Holidays)**

OR

**EMERGENCY RECEIVING HOME
24-HOUR CRISIS INTERVENTION HOTLINE,
at 632-8853**

Attachment "N"

**SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK**

A. CLIENT IDENTIFICATION		
Last Name		
First Name		
Middle Name		
Nickname		
Social Security No.		
Email Address		
Homeless	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Receives Care from NFCSP Caregiver	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Requires Assistance in an Emergency	<input type="checkbox"/> Yes (Specify)	<input type="checkbox"/> No
Home Address		
Mailing Address		
Phone (1)		
Phone (2)		
B. CLIENT CONTACTS		
Primary Emergency Contact		
Relationship		
Address		
Phone		
Email		
Physician Contact		
Physician Type		
Address		
Phone		
Email		

Primary Caregiver			
Relationship			
Address			
Phone			
Email			
Personal Contact			
Relationship			
Address			
Phone			
Email			
C. CLIENT DEMOGRAPHICS			
Date of Birth		Age	
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female		
Disabled	<input type="checkbox"/> Yes (Specify Type)		<input type="checkbox"/> No
Disability	<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Not Applicable (N/A)		
Physical Disability	(Specify)	<input type="checkbox"/> N/A	
Intellectual Disability	(Specify)	<input type="checkbox"/> N/A	
Mental Illness	(Specify)	<input type="checkbox"/> N/A	
Cerebral Palsy	(Specify)	<input type="checkbox"/> N/A	
If < 60 Reason for Service	<input type="checkbox"/> Caregiver <input type="checkbox"/> Other: <input type="checkbox"/> Disabled <input type="checkbox"/> Meal <input type="checkbox"/> Spouse <input type="checkbox"/> Volunteer <input type="checkbox"/> N/A		
Citizenship (Specify)			
Race (Specify)	<input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> Other <input type="checkbox"/> Multiple		

CLIENT'S NAME: _____ (Last, First, Middle Name) GETCARE ID: _____ PROGRAM ID: _____

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 01.30.15). All other forms remain obsolete.

Page 1 of 6

Attachment "N"

**SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK**

Ethnicity	(Specify)
Primary Language	(Specify)
English Fluency	<input type="checkbox"/> Needs Translation <input type="checkbox"/> Limited <input type="checkbox"/> Fluent
Literacy	<input type="checkbox"/> In English <input type="checkbox"/> In Main Language <input type="checkbox"/> In Both <input type="checkbox"/> Illiterate
Relationship Status	<input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Single (Never Been Married) <input type="checkbox"/> Widowed <input type="checkbox"/> Domestic Partner
Employment Status	<input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> Retired <input type="checkbox"/> Un-Employed <input type="checkbox"/> Volunteer <input type="checkbox"/> Disabled
Veteran Status	<input type="checkbox"/> Veteran <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> No
Urban/Rural	<input checked="" type="checkbox"/> Rural
Housing Type	<input type="checkbox"/> House/Own <input type="checkbox"/> House/Rent <input type="checkbox"/> Apartment/Duplex <input type="checkbox"/> Residential Care Facility <input type="checkbox"/> Nursing Facility <input type="checkbox"/> Other <input type="checkbox"/> None
Lives With	<input type="checkbox"/> Alone <input type="checkbox"/> Family <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Relative <input type="checkbox"/> Other
Referral Source	<input type="checkbox"/> Self <input type="checkbox"/> Family/Friend <input type="checkbox"/> Agency: _____ <input type="checkbox"/> Other: _____

Sources of Support	<input type="checkbox"/> Family <input type="checkbox"/> Friend/Neighbor <input type="checkbox"/> Paid Help <input type="checkbox"/> Has help but unsure who provides help <input type="checkbox"/> Unknown										
Assisted Transportation	<input type="checkbox"/> Yes <input type="checkbox"/> No										
Needs an Escort	<input type="checkbox"/> Yes <input type="checkbox"/> No										
Primary Transportation	<input type="checkbox"/> Owns Car <input type="checkbox"/> Aide <input type="checkbox"/> Friend <input type="checkbox"/> Public Transport <input type="checkbox"/> Senior Transport <input type="checkbox"/> Family <input type="checkbox"/> Other <input type="checkbox"/> None										
Income Level											
Is your income less than											
<table border="1"><tr><th>Unit Size</th><th>Per Month</th><th>Per Year</th><th>Yes</th><th>No</th></tr><tr><td>One (1)</td><td>\$1,226.67</td><td>\$14,720</td><td></td><td></td></tr></table>	Unit Size	Per Month	Per Year	Yes	No	One (1)	\$1,226.67	\$14,720			
Unit Size	Per Month	Per Year	Yes	No							
One (1)	\$1,226.67	\$14,720									
Is your combined income less than											
<table border="1"><tr><th>Unit Size</th><th>Per Month</th><th>Per Year</th><th>Yes</th><th>No</th></tr><tr><td>Two (2)</td><td>\$1,660.00</td><td>\$19,920</td><td></td><td></td></tr></table>	Unit Size	Per Month	Per Year	Yes	No	Two (2)	\$1,660.00	\$19,920			
Unit Size	Per Month	Per Year	Yes	No							
Two (2)	\$1,660.00	\$19,920									
Is your combined income less than											
<table border="1"><tr><th>Unit Size</th><th>Per Month</th><th>Per Year</th><th>Yes</th><th>No</th></tr><tr><td>Three (3)</td><td>\$2,093.33</td><td>\$25,120</td><td></td><td></td></tr></table>	Unit Size	Per Month	Per Year	Yes	No	Three (3)	\$2,093.33	\$25,120			
Unit Size	Per Month	Per Year	Yes	No							
Three (3)	\$2,093.33	\$25,120									
<input type="checkbox"/> Four (4) or more in the Unit Size, add \$433.33 per month or \$5,200 per year for each additional member.											
\$ _____											
Income Information	<input type="checkbox"/> Above 100% FPL <input type="checkbox"/> At or Below 100% FPL										
Financial Assets (Refer to FAS Scale)	<input type="checkbox"/> 29% to 49% below the poverty level <input type="checkbox"/> 50% to 74% below the poverty level <input type="checkbox"/> 75% or greater below the poverty level <input type="checkbox"/> N/A										

CLIENT'S NAME: _____ GETCARE ID: _____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 01.30.15). All other forms remain obsolete.

Page 2 of 6

Attachment “N”

SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK

Receives Social Security	<input type="checkbox"/> None <input type="checkbox"/> Retirement <input type="checkbox"/> Disability <input type="checkbox"/> Dependent
Receives Private Pension	<input type="checkbox"/> Yes <input type="checkbox"/> No
Health Insurance	(Specify)
Medicare	<input type="checkbox"/> Part A <input type="checkbox"/> Part B Claim No. _____ <input type="checkbox"/> None <input type="checkbox"/> Part D Claim No. _____ <input type="checkbox"/> None <input type="checkbox"/> Medicare Supplemental Claim No. _____ <input type="checkbox"/> None
Medicaid	<input type="checkbox"/> Yes Claim No. _____ <input type="checkbox"/> None
Guardian/Conservator	<input type="checkbox"/> None <input type="checkbox"/> Voluntary <input type="checkbox"/> Involuntary
Person/Organization Holding Guardianship/Conservatorship	
Guardian Conservator Type	<input type="checkbox"/> Estate <input type="checkbox"/> Person <input type="checkbox"/> Both <input type="checkbox"/> Dementia Power <input type="checkbox"/> Medical Authority <input type="checkbox"/> None
Durable Power of Attorney	<input type="checkbox"/> Unknown <input type="checkbox"/> Limited <input type="checkbox"/> Health <input type="checkbox"/> Both <input type="checkbox"/> None
Supplemental Nutrition Assistance Program (SNAP)	<input type="checkbox"/> Yes <input type="checkbox"/> No

D. CLIENT FUNCTIONAL ASSESSMENT	
Activities of Daily Living (ADL) Choices	
Transfer Mobility	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Bathing	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Dressing	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Toileting	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Eating	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Ambulating	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Assistive Devices (Specify)	
Mobility Devices (Specify)	

CLIENT'S NAME: _____ GETCARE ID: _____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 01.30.15). All other forms remain obsolete.

SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

Communication Skills Status	
Receptive	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Does Not Understand
Expressive	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Cannot Be Understood
Sensory Skills	
Vision	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Limited <input type="checkbox"/> Legally Blind <input type="checkbox"/> Blind
	<input type="checkbox"/> Glasses <input type="checkbox"/> Other
Hearing	<input type="checkbox"/> Good <input type="checkbox"/> Limited <input type="checkbox"/> Deaf
	<input type="checkbox"/> Unknown <input type="checkbox"/> Hearing Aid <input type="checkbox"/> Other
Support System	<input type="checkbox"/> Unknown <input type="checkbox"/> Support is Available <input type="checkbox"/> Minimum Support <input type="checkbox"/> No Support
Housing	<input type="checkbox"/> Unknown <input type="checkbox"/> Full Concrete <input type="checkbox"/> Semi Concrete <input type="checkbox"/> Tin and Wood
Homebound	<input type="checkbox"/> Unknown <input type="checkbox"/> Yes <input type="checkbox"/> No
Bedridden	<input type="checkbox"/> Unknown <input type="checkbox"/> Yes <input type="checkbox"/> No

E. AGING SERVICES REQUESTED
<input type="checkbox"/> Adult Day Care Services
<input type="checkbox"/> Elderly Nutrition Program: <div><input type="checkbox"/> Congregate Meals (Center/Day Care) <input type="checkbox"/> Home-Delivered Meals (Homebound)</div> <div>Meal Type: <input type="checkbox"/> Regular <input type="checkbox"/> Mechanical/Chopped <input type="checkbox"/> Pureed/Blenderized <input type="checkbox"/> Special (Provide document from physician or religious leader to certify special meal requirement.)</div>
<input type="checkbox"/> Case Management Services
<input type="checkbox"/> In-Home Services
<input type="checkbox"/> Legal Assistance Services
<input type="checkbox"/> National Family Caregiver Support Program
<input type="checkbox"/> Senior Center Operations <div>(Specify Center) _____</div>
<input type="checkbox"/> Transportation Services
COMMENTS:

CLIENT'S NAME: _____ GETCARE ID: _____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 01.30.15). All other forms remain obsolete.

**SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK**

F. HIGH RISK CLIENTS UNDER EMERGENCY DECLARATION
A client is considered High Risk under Emergency Declaration if any of the following exists. This information shall be provided to the client's village Mayor in preparation for emergencies. Check all that apply.
<input type="checkbox"/> Bedridden. <input type="checkbox"/> Requires transportation and/or escort assistance for evacuation to shelter, e.g., those living alone. <input type="checkbox"/> Requires refrigeration of medication and/or is insulin dependent. <input type="checkbox"/> Requires oxygen. <input type="checkbox"/> Lives in substandard housing. <input type="checkbox"/> Not Applicable.
G. ELIGIBILITY AND CONSENT OF CLIENT
Individuals age sixty (60) years and older are eligible for Title III programs under the Older Americans Act. This Act also prioritizes services for:
<ul style="list-style-type: none">◆ Persons who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated; and◆ Persons with greatest economic need with particular attention to low-income individuals; persons with greatest social need with particular attention to low-income minority individuals, and those who reside in rural areas.
Voluntary contributions to Title III programs are encouraged and used to expand services. Services may not be denied because the client will not or cannot contribute to the cost of the program.
I CERTIFY THE INFORMATION GIVEN BY ME IS TRUE TO THE BEST OF MY KNOWLEDGE, AND I UNDERSTAND IT WILL BE KEPT CONFIDENTIAL AND USED ONLY TO HELP ME RECEIVE THE BENEFITS/SERVICES WHICH I MAY BE ENTITLED.
I HEREBY AUTHORIZE THE DISCLOSURE AND RELEASE OF THIS INFORMATION ONLY FOR THE PURPOSES FOR WHICH IT IS INTENDED. THIS AUTHORIZATION MAY BE REVOKED BY THE UNDERSIGNED AT ANY TIME BY GIVING WRITTEN NOTICE TO THE PARTIES AUTHORIZED HEREIN.

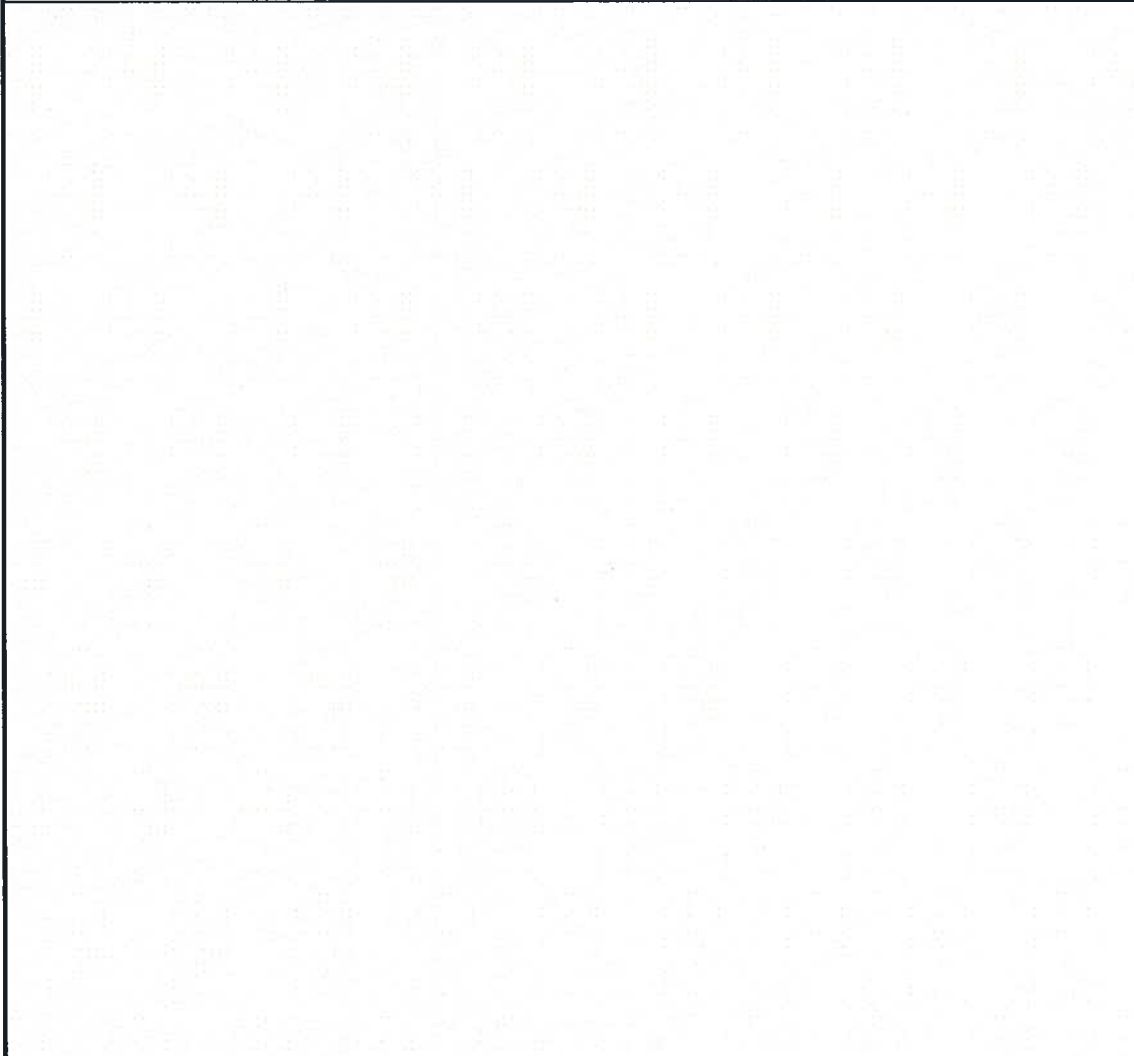
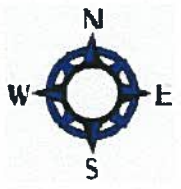
Signature of Client or Authorized Representative (AR)	
Date	
Relationship to Client, if AR	
H. INTAKE INFORMATION	
Intake Worker	
Signature of Intake Worker	
Date/Time of Intake	
Organization	
Phone Number	
IPR Forwarded To	
<input type="checkbox"/> Case Management Services Program <ul style="list-style-type: none"><input type="checkbox"/> Adult Day Care Program<input type="checkbox"/> In-Home Services Program<input type="checkbox"/> Elderly Nutrition Program (Home-Delivered)	
<input type="checkbox"/> Elderly Nutrition Program (Congregate Meals)	
<input type="checkbox"/> Legal Assistance Services Program	
<input type="checkbox"/> Senior Center Operations Program	
<input type="checkbox"/> Transportation Services Program	
<input type="checkbox"/> National Family Caregiver Support Program	
Forwarded By	
Date Forwarded	
Time Forwarded	
I. RECEIVING ORGANIZATION INFORMATION	
IPR Received By	
Date	
Time	
Date of Initial Contact with Client	
Time of Initial Contact with Client	
Time of Intake	
Organization	
Phone Number	

CLIENT'S NAME: _____ GETCARE ID: _____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 01.30.15). All other forms remain obsolete.

Page 5 of 6

SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

J. CLIENT'S HOME		
IF MAP IS SENT SEPARATELY, INCLUDE THE CLIENT'S NAME AND SSN AT TOP OF MAP		
Does the home have an accessible driveway?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you use a wheelchair, is there an accessible ramp?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
MAP TO THE CLIENT'S HOME In the box below, draw a map to the client's residence marking the client's home with an "X". Indicate the house number, street name and the village where the client is from. Include primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc. <i>All pets at your home shall be controlled by leash, cage, etc. in accordance with P.L. 22-13 and 26-76.</i>		
<div><div></div></div>		

CLIENT'S NAME: _____ (Last, First, Middle Name) GETCARE ID: _____ PROGRAM ID: _____

Attachment "O"

SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK

Use of this form will record a change or document a program service update to a client's *Intake, Profile and Referral* form or to the most recent *Record Change and Service Update* form on file. Requested changes should be supported with proper documentation i.e. Marriage Certificate, Mayor's Verification, etc.

Please check ☒ if this is a Record Change or Service Update Change, or both:

<input type="checkbox"/> RECORD CHANGE	<input type="checkbox"/> SERVICE UPDATE CHANGE
---	---

Name (Last, First, Middle Initial)	Date of Birth (MM/DD/YY)
Guam GetCare Identification Number	Effective Date of Action (MM/DD/YY)

For Areas A, B, C, D, E, F, and J, please add additional lines as needed.

A. CLIENT IDENTIFICATION (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

B. CLIENT CONTACTS (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

C. CLIENT DEMOGRAPHICS (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

D. CLIENT FUNCTIONAL ASSESSMENT (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

E. AGING SERVICES REQUESTED (SERVICE UPDATE CHANGE)		
Indicate the specific program, and describe the change in service to include effective date of period change, and duration of change.		
AREA OF CHANGE	FROM	TO

CLIENT'S NAME: _____ GETCARE ID: _____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC IPR RECORD CHANGE AND SERVICE UPDATE FORM (Revised: 10.17.14). All other forms remain obsolete.

Page 1 of 2

Attachment "O"

SENIOR CITIZENS AGING SERVICES FY-2015

INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM

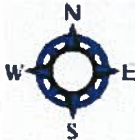
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

F. HIGH RISK CLIENT UNDER EMERGENCY DECLARATION (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

J. CLIENT'S HOME (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

DRAW A MAP TO THE CLIENT'S HOME (RECORD CHANGE)

(Indicate primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc.)



INTAKE INFORMATION		PROGRAM MANAGER	
Name of Intake Worker		Name of Program Manager	
Signature of Intake Worker		Signature of Program Manager	
Date of Intake		Date of Review	
Organization		DISPOSITION	
Aging Program		<input type="checkbox"/> APPROVED Effective Date: _____ <input type="checkbox"/> DISAPPROVED Reason: _____	
Contact No.			
Date Forwarded to Program Manager			

CLIENT'S NAME: _____

GETCARE ID: _____

PROGRAM ID: _____

(Last, First, Middle Name)

DSC IPR RECORD CHANGE AND SERVICE UPDATE FORM (Revised: 10.17.14). All other forms remain obsolete.